

Lake Park Town Commission, Florida Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403 August 07, 2024

Immediately Following the Live Local Act Workshop

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

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

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CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

COMMISSION WILL NOW RECESS THE SPECIAL CALL COMMISSION MEETING AND GO INTO AN EXECUTIVE SESSION.

The Town Commission for the Town of Lake Park will have an Executive Session pursuant to Florida Statute 447.605(1) in the Town Hall Mirror Ballroom. Those in attendance shall be: Mayor Roger D. Michaud; Vice-Mayor Kimberly Glas-Castro; Commissioners Michael Hensley; Mary Beth Taylor; and Judith Thomas; also in attendance will be Town Manager John D'Agostino; Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner, Finance Director Jeffrey DaSilva and Assistant Finance Director Barbara Gould for the purposes to discuss collective bargaining of the Federation of Public Employees, A Division of National Federation of Public and Private Employees (AFL-CIO).

AFTER THE EXECUTIVE SESSION THE COMMISSION WILL RECONVENE THE SPECIAL CALL COMMISSION MEETING.

SPECIAL PRESENTATION/REPORT:

- **1.** Fourth quarterly public progress report on the P3 project.
- 2. Proclamation in honor of Palm Beach County Sheriff's Office Deputy Adam Pozsonyi.

PUBLIC COMMENT:

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item

is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 3. July 17, 2024 Regular Commission Meeting Minutes.
- 4. Resolution 53-08-24 of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Execution of an Agreement between the Town of Lake Park and LaPorta Contracting, Inc., for Construction Services required for Replacement of the Lake Park Library Roof.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- 5. (Continued to August 21, 2024) ORDINANCE 07-2024 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, SECTIONS 22-101 THROUGH 22-113 ENTITLED "STREET AND MOBILE VENDORS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 6. (Continued to August 21, 2024) ORDINANCE 08-2024 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
- 7. (Continued to August 21, 2024) Ordinance 09-2024 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED "PARK

REGULATIONS"; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED "PERMIT FOR GROUP ACTIVITIES" PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS:

- **8.** 2024 Florida League of Cities Annual Conference Voting Delegate.
- **9.** Aquatic/Community Center in Bert Bostrom Park.
- 10. Resolution 54-08-24 Update to the Master Fee Schedule.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 21, 2024.



Town of Lake Park Town Commission

Agenda Request Form

Agenda Title: Commission Briefing on the P3 Marina Development Project for

Meeting Date: August 7, 2024 Agenda Item No.

the Lake Park Harbor Marina **SPECIAL PRESENTATION**/REPORTS [] CONSENT AGENDA [x] **BOARD APPOINTMENT OLD BUSINESS** [] PUBLIC HEARING ORDINANCE ON FIRST READING **NEW BUSINESS** Digitally signed by Bambi McKibbon-

OTHER:

Turner Bambi DN: cn=Bambi McKibbon-Turner, o=Town

Approved by Town Manager

McKibbon-T

Dete: of Lake Park, ou=Assistant Town Manager/ Human Resources Director,

email=bturner@lakeparkflorida.gov, c=US Date: 2024.07.31 15:27:18 -04'00'

Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Name/Title Director

Originating Department:	Costs: \$ 0.00	Attachments:
Town Manager	Funding Source: Acct. # [] Finance	Lake Park Marina P3 Quarterly Update August 1, 2024
Advertised: 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 BMT Or Not applicable in this case Please initial one.

Summary Explanation/Background:

Article 10 of the P3 Comprehensive Agreement, which was approved by the Commission on August 2, 2023, provides that the Developer shall submit quarterly to the Town an updated timeline accurately reflecting progress achieved and any anticipated changes in the Critical Path.

The purpose of this workshop is to provide to the Town a public progress report to show where we are as exhibited in the Master Critical Path dated "8.1.2024", and what we've done as exhibited in the annotated Exhibit B entitled Marina Properties Redevelopment Project Critical Path.

It is significant to note that as set forth in the updated Master Critical Path, all four ground leases have been approved by the Town Commission.

This workshop will be the fourth of regular quarterly updates on the P3 Marina Development Project for the Lake Park Harbor Marina to be provided to the Town Commission by Lawrence Zabik President of Zabik and Associates.

Recommended Motion: There is no recommended motion as this is a workshop.

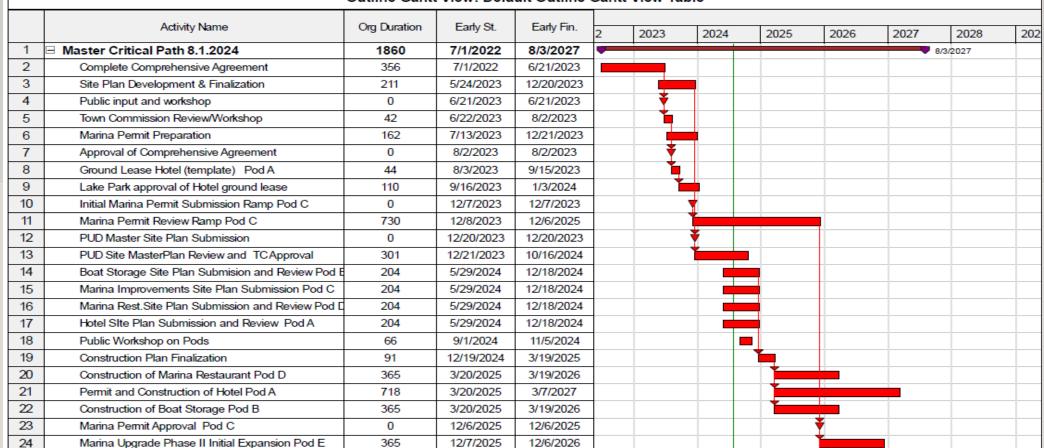
Lake Park Harbor Marina P3 Quarterly Update

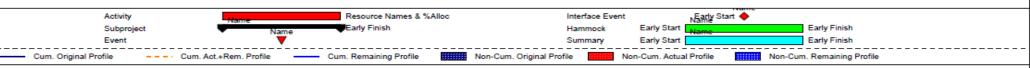
FOREST DEVELOPMENT

AUGUST 7, 2024

OVERVIEW - KEY ACTIVITIES

- Hotel, Boat Storage, Restaurant, and Marina Leases are approved.
- PUD to be reviewed by Planning and Zoning.
- State of Florida reverter appraisal pending.
- Marina resiliency planning underway.
- Annotated Exhibit B Updated.
- Gantt Chart Updated.





1/30/2027

6/23/2027

8/3/2027

420

551

240

12/7/2025

12/20/2025

12/7/2026

Item 1.

Marina Resiliency Improvements Pod C

Marina Upgrades Phase I Boat Ramp Pod C

Marina Upgrade Phase II! Full Expansion Pod E

25

26

27

EXHIBIT B

Marina Properties Redevelopment Project Critical Path

Note: All time periods set forth in this Project Critical Path are subject to Force Majeure extensions of time.

Comprehensive Agreement Effective Date: The date of the execution of the Comprehensive Agreement (the "**Effective Date**")

Ground Lease: Developer to provide drafts of the Ground Leases within 90 days of the Effective Date; the Town and the Developer will use their best efforts to execute the Ground Leases within 30 days of the date that the Developer provides drafts of the Ground Leases. The date that the Ground Lease is executed for each Component shall be referred to as the "**Ground Lease Execution Date**".

Deed Restrictions and Reverter Clauses: Town and Developer will work to resolve the Deed Restrictions and Reverter Clauses using best efforts within 180 days from the Effective Date; the date that the Deed Restriction and Reverter Clauses are resolved to Developer's reasonable satisfaction shall be referred to as the "**Title Cleared Date**".

PUD/Master Plan: Developer shall submit a PUD application with an accompanying Master Plan for the Project within 120 days of the last of the Ground Lease Execution Date for all of the Components. The date that the Town approves of the Master Plan shall be referred to as the "**PUD Master Plan Approval Date**".

Hotel Component:

Developer shall submit a site plan of the Hotel Component approval within 90 days of the Master Plan Approval Date.

Within 210 days of the issuance of site plan approval for the Hotel Component, Developer shall submit design and building permits.

Within 18 months of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Hotel Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component

Boat Storage Component:

Developer shall submit for site plan approval for the Boat Storage Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Apps.

Hotel Lease Approved 1/03/24.

Boat Storage, Public Marina & Marina Restaurant Approved 5/15/24.

Letter sent State on 12/21/23.

Approval in process as of 8/07/24.

Was submitted on 12/18/23. Resubmittal pending for final staff review -- September/October.

Pending PUD Approval August/September.

Submitted on 5/29/24 & 6/26/24. Pending 3rd submittal by end of August. PZB September/October. Town Commission November.

Submitted on 5/29/24 & 6/26/24. Pending 3rd
submittal by end of August. PZB
September/October. Town Commission
November.





Item 1.

Within 180 days of the issuance of site plan approval for the Boat Storage Component, Developer shall submit design and building permits.

Within 12 months of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Boat Storage Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component.

Public Marina Component:

Developer shall submit for site plan approval for the Public Marina Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 180 days of the Effective Date, Developer and Town shall work together to start the process of obtaining any and all necessary Government Approvals, including federal, state, county, Florida Department of Environmental Protection, the United States Coast Guard, and other governing agencies; the date that all necessary approvals have been obtained as described in this paragraph shall be referred to as the "Marina Approval Cleared Date".

Within 200 days of the Marina Approval Cleared Date, Developer shall submit design and building permits.

Within 365 days of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Public Marina Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the Certificate of Occupancy for this Component.

Marina Restaurant Component:

Developer shall submit for site plan approval for the Marina Restaurant Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 210 days of the issuance of site plan approval for the Marina Restaurant Component, Developer shall submit design and building permits.

Within 365 days of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Marina Restaurant Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the Certificate of Occupancy for this Component.

Pending PUD Approval

First Permit DEP applied for

Response to comments Submitted 8/05/24

Was submitted on 5/29/24, and again on 6/26/24. Pending 3rd submittal by end of August. PZB September/October. Town Commission November.





UPCOMING KEY EVENTS

- Town of Lake Park Planning & Zoning Hearing September/October 2024
- Town of Lake Park Commission PUD Review and Approval November 2024.
- Questions & Answers



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 7, 2	024 Ag	enda Item No.
Agenda Title: Proclamation Deputy Adam Pozsonyi	on in Honor of Palm Beach	County Sheriff's Office
[] BOARD APPOINTME [] PUBLIC HEARING ([] NEW BUSINESS	ATION/REPORTS [] CC ENT [] OL DRDINANCE ON FIRST REA	D BUSINESS DING
		Digitally signed by Bambi McKibbon-Turner DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/ email=bturner@lakeparkflorida.gov, c=US Date: 2024.07.31 13:55:51 -04'00'
Name/Title: Bambi McKibb Director	lon-7urner, Assistant 7own T	Nanager Human Resources
Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # [] Finance	Attachments: Copy of Proclamation
Advertised: Date:	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must	Yes I have notified everyone BMT Or Not applicable in this case

Summary Explanation/Background:

The purpose of this agenda item is the presentation of a Proclamation in honor of Palm Beach County Sheriff's Office Deputy Adam Pozsonyi who has been promoted to the rank of Sergeant effective August 12, 2024.

Please initial one.

be filled out to be on agenda.

Recommended Motion: None

[x] Not Required

PROCLAMATION IN HONOR OF PALM BEACH COUNTY SHERIFF'S OFFICE DEPUTY ADAM POZSONYI

WHEREAS; Deputy Adam Pozsonyi has served in the field of law enforcement for the past 17 years, first with the Martin County Sheriff's Office as a Corrections Deputy and later with the Stuart, Florida, Police Department where he eventually worked as a Narcotics Officer; and

WHEREAS; Deputy Adam Pozsonyi has served the Palm Beach County Sheriff's District 10 Lake Park Office since June of 2014 where he has worked as a Field Training Officer as well as a member of the Emergency Field Force where he became a certified Air Rescue Specialist; and, where he also became certified through the Florida Attorney General's Office as both a Crime Prevention Practitioner and a Crime Prevention through Environmental Design Practitioner; and

WHEREAS; throughout his service to the Town of Lake Park, Deputy Adam Pozsonyi has utilized his considerable skills and expertise in the area of law enforcement in helping to make the Town of Lake Park a safer place in which to live; and

WHEREAS; Deputy Adam Pozsonyi, through his commitment to a sense of community and his devotion to public service, has gone above and beyond the call of duty in responding to the needs of Lake Park residents, and has endeared himself to all who have had the privilege of knowing him; and

WHEREAS; Deputy Adam Pozsonyi has been promoted to the rank of Sergeant with the effective date of August 12, 2024; and

WHEREAS; the Town of Lake Park, Florida wishes to publicly recognize **Deputy Adam Pozsonyi** for his accomplishments and his efforts on behalf of the Town and its citizens and express to him its deepest appreciation for all that he has done for this community.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly congratulate **Deputy Adam Pozsonyi** on his promotion and commend him for his dedication and the service which he has rendered to this community.

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 7th day of August 2024.

	By:		
	·	Mayor Roger Michaud	
ATTEST:			
Vivian Mendez, Town Clerk			



Town of Lake Park Town Commission <u>Agenda Request Form</u>

Meeting Date:	August 7, 2024	Age	enda Item No.
Agenda Title: Ju	ıly 17, 2024 Regular con	nmission Meet	ing Minutes.
[] BOARD A	PRESENTATION/REPOF PPOINTMENT EARING ORDINANCE C SINESS	[] OLI	NSENT AGENDA D BUSINESS READING
Approved by To	Bambi ^{wn Manage} McKibb	on - Turne	Digitally signed by Bambi McKibbon-Turner DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resource: Dicatenail=bturner@lakeparkflorida.gov, c=US Date: 2024.07.19 16:35:27 -04'00'
<u>Laura Weidgan</u> Name/Title	s, Deputy Town Clerk		

Originating Department:	Costs: \$ 0.00	Attachments:
Town Clerk	Funding Source:	Minutes
	Acct. #	Exhibits A-D
	[] Finance	Comment Cards
Advertised: 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 Or Not applicable in this case LW. Please initial one.

<u>Recommended Motion:</u> I move to approve the July 17, 2024 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday July 17, 2024
Immediately Following the Special Call
Community Redevelopment Agency (CRA) Meeting

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

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CALL TO ORDER/ROLL CALL

7:08 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner Mary-Beth Taylor

Commissioner Michael Hensley

ABSENT

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Conducted during the CRA meeting.

SPECIAL PRESENTATION/REPORT:

- Certificate of Completion for Commissioner Michael Hensley
 Mayor Michael presented the certificate to Commissioner Hensley for completing a class for newly elected officials.
- PowerPoint Presentation of Recommended Fountain Options (See New Business)
 Motion to move to New Business made by Commissioner Hensley, Seconded by Vice-Mayor Glas-Castro.

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

3. Presentation on Capital and Maintenance Projects.

Capital Projects Manager, Mr. John Wille presented (Exhibit A).

Commissioner Taylor asked if a location for the aquatic center would need to be determined as soon as possible. Capital Projects Manager Wille stated it would be advantageous because they would be able to use fill from other excavations to start laying building pads and they are working on accelerating those conversations in order to take advantage of this. He stated that the plan is to have the design of both the Community Center and the Aquatic Center done at the same time. Vice-Mayor Glas-Castro asked when staff will be bringing back the costs before the Commission. Capital Projects Manager Wille stated they are collecting data from some other municipalities and information would be brought forth as soon as possible. Vice-Mayor Glas-Castro stated they would like to see the costs as soon as possible so they can determine if it is cost effective for the Town's residents as far as what the admission fees would need to be and if that would be affordable.

Public Works Director Mr. Jaime Morales continued with the presentation.

PUBLIC COMMENT:

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

- -Kelly Fleury introduced himself as a candidate for Port Commissioner.
- -James Sullivan spoke about Evergreen and Foresteria Drive having many potholes.
- -John Linden discussed master fee schedule, asking for code compliance update, historical society, sunset celebration drawing visits to the Evergreen House, Evergreen House renovations and the needs of the Historical Society.
- -Shana Phelan spoke about her and her husband owning Pura Vida Divers and how they can partner with the Town.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated that he wants to work through the Clerk's Office for the Town Manager recruitment in order to maintain integrity of the process. He spoke about the Workshop on the 10th and Park project and suggests preparing a memorandum on how to unfold a workshop. Commission discussed their desire to hold a workshop instead of meeting with staff one on one. Town Attorney Baird also provided updates on current litigation cases with the Town. The Commission agreed to have Town Attorney Baird work with staff on language for existing Accessory Dwelling Units (ADU's).

Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner provided comments via Exhibit B. Consensus was reached to hold the Executive Session at 6pm on August 7, 2024 prior to the Live Local Workshop. Consensus was reached for the Town to provide letters of support for Distribution of Edward Byrne Memorial Justice Assistant (JAG) Program Funding. Commissioner Taylor had no comments.

Commissioner Hensley asked for a discussion on the community center, aquatic park and the dog park.

Vice Mayor Glas-Castro had no comments.

Mayor Michaud stated there was a great Community Forum on Code Enforcement and would like to hold another one on social media/website within the next quarter.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and

considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Motion to move Item #6 to New Business made by Vice-Mayor Glas-Castro. Seconded by Commissioner Hensley. Voting Aye: All

Motion to approve the remaining Consent Agenda made by Commissioner Hensley, Seconded by Commissioner Taylor.

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

- 4. July 3, 2024 Regular Commission Meeting Minutes
- 5. Resolution 39-07-24 Declaring Certain Town-Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal

Item #6 moved to New Business.

6. Naming of the 7th Street Pocket Park (See New Business)

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

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

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

Town Planner Anders Viane explained the item (Exhibit C). Town Planner Viane stated that it was recommended that there be a revision for second reading that would include language for an appeals process. Vice-Mayor Glas-Castro requested that prior to second reading, staff become familiar with House Bill 1635.

Commissioner Taylor had questions regarding sleeping in the park during the day. Town Planner Viane stated that the provision is broad and is intended to prevent camping in the parks but they can revise the sleeping language prior to second reading. Commissioner Hensley recommended prohibiting repetitive sleeping. Mayor Michaud suggested adding a point of reference that enforcement would be discretionary in regards to sleeping. Assistant Town Manager/Human Resources Director McKibbon-Turner suggested staff review House Bill 1635 before making any changes to the Ordinance. The Commission agreed with this.

Motion to approve Ordinance 09-2024 on first reading made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

Town Attorney Baird read the Ordinance by title only.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

NONE

OLD BUSINESS:

Items 8-11 were moved to August 7th meeting.

- 8. Resolution 49-07-24 Authorizing the Construction of the Access Management Plan from Silver Beach Road to Palmetto Road. (see August 7, 2024)
- 9. Resolution 50-07-24 Authorizing the Directing the Mayor to Execute a Lighting Maintenance Memorandum Agreement with the State of Florida Department of Transportation. (see August 7, 2024)
- 10. Resolution 51-07-24 Authorizing and Directing the Mayor to Execute a Landscape Maintenance Memorandum of Agreement with the State of Florida Department of Transportation Pertaining to Silver Beach Road to Palmetto Drive for the Landscape (Crosswalks). (see August 7, 2024)
- 11. Resolution 52-07-24 Authorizing and Directing the Mayor to Execute a Locally Funded Agreement with the State of Florida Department of Transportation For the Not-to-Exceed Amount of \$76,156. (see August 7, 2024).

NEW BUSINESS:

2. PowerPoint Presentation of Recommended Fountain Options

Public Works Director Morales presented the item (Exhibit D). Vice-Mayor Glas-Castro stated she would like the lion fountain as it keeps with the theme in the other park. She asked what the size of the pool area is. Public Works Director Morales stated it's a little larger than 8 feet. Mayor Michaud prefers the lion fountain as well. Commissioner Hensley asked about the 40 finishes that are available for the lion fountain. Public Works Director Morales said he will bring options back to the Commission for selection of a finish. Commissioner Taylor asked if the current pool could be used for this fountain. Public Works Director Morales stated it could be used instead of purchasing a new pool, but there would have to be some improvements done to it.

6. Naming of the 7th Street Pocket Park.

Assistant Town Manager/Human Resources Director McKibbon-Turner stated that the Community Redevelopment Agency (CRA) Board chose the name "Centennial Memorial Park".

Motion to approve the name of Centennial Memorial Park made by Commissioner Hensley. Seconded by Commissioner Taylor.

Voting Aye: All.

REQUEST FOR FUTURE AGENDA ITEMS:

Commissioner Hensley requested future agenda items for the aquatic center and the dog park.

ADJOURNMENT:

Motion to adjourn made by Commissioner Taylor. Seconded by Commissioner Hensley. Voting Aye: All.

Meeting adjourned 8:28 pm.

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

Mayor Roger D. Michaud	Town Seal
Town Clerk, Vivian Mendez, MMC	_
Deputy Town Clerk, Laura Weidgans	_
Approved on this of	, 2024



Department of Public Works

Capital and Maintenance Projects FY-2024



Agenda

- •Capital Project Review
- •Maintenance Project Review



Capital Project Review

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



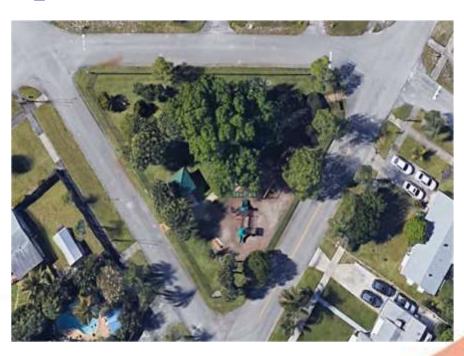
Construction

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



West Ilex Park Improvements – Phase 2

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





Town Hall Preservation

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





Park Avenue Streetscape Phase 1

- Scope of Work:
 - Street Enhancement
 - Concrete Sidewalk Improvements
 - Landscape Enhancements
 - Clock Tower Refurbish
- Funding Sources:
 - Town CRA\$466,084
- Status: Construction is in progress
- Estimated Completion Date: July 2024







PBSO Fence Replacement

- Scope of Work:
 - Perimeter Fence Replacement
 - New Anti-Climb Perimeter Fence
 - Rolling Wehicular Gates / w motors
 - Swing Pedestrian Gate
- Funding Sources:
 - Town: \$155,000
- Status: Construction is in progress
- Estimated Completion Date: September 2024





Bert Bostrom Infrastructure

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





Southern Outfall Pipe Replacement

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





Project Procurement "Bidding"

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



Town Library Roof Replacement

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





Cured In-place Pipe Lining

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





PROFESSIONALENGINEERING AND DESIGN SERVICES

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





Engineering & Design

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



10th Street Oval-About

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





Park Avenue Lane Reduction (Road Diet)

- Scope of Work:
 - On-Street Parking
 - Stormwater Improvements
 - Pedestrian & Bicycle Access
- Funding Sources:
 - Estimated Cost \$3,500,000
- Status: Design Completed
 - Project pending funding





Old Dixie Septic to Sewer Conversion

- Scope of Work:
 - Septic To Sewer Conversion (Gravity and Low-Pressure Force Main
- Funding Sources:
 - Estimated Cost: \$6,000,000
- Status: Design Completed
 - Project Pending Funding





Evergreen House Restoration

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





Town Hall ADA Access

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





Community Planning

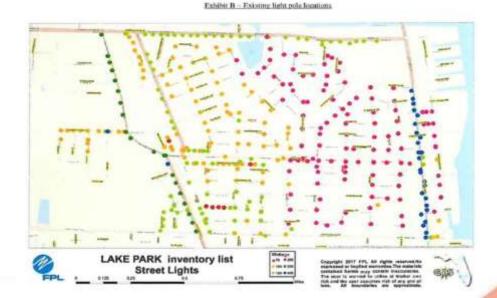
- Street Lighting Improvements
- Stormwater Bios wale Program
- Community Center / Aquatic Center
- Seawall Reconstruction
- Dog Park



Street Lighting Improvements

• Scope of Work:

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





Stormwater Bioswale Program

- Scope of Work:
 - Stormwater Management Through Implementation of Bios wale Construction
- Funding Sources:
 - Grant Funding available via the Florida Department of Environmental Protection (FDEP)
- Status: Program Pending
 - Grant Opportunity



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



Community Center and Aquatic Center

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





Kelsey Park Seawall Reconstruction

- Scope of Work:
 - Structural Assessment Report Completed
- Status: Project Pending
 - Stakeholder Workshops
 - Commission Presentation / Discussion
 - Up-Dated Cost Estimates
 - Grant Funding Assistance





Dog Park

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





Maintenance Project Review

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





Stormwater Infrastructure

Replacement

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





Stormwater Infrastructure

Replacement

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





2nd Street Stormwater Green

Infrastructure

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





Cured-in-Place Pipe (CIPP) Lining Project





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



Pipe Replacement Projects





Location	Estimated Cost
Main Line #253 810 to 840 Seminole Boulevard	\$104,270.00
Main Line #256 809 to 839 Seminole Boulevard	\$106,788.00
401 6th Street	\$58,400.00
Total Estimated Cost	\$269,458.00



Sidewalk Repair or

Replacement



• Repaired or replaced sections of sidewalks within the town to improve pedestrian safety and connectivity.

• Funding Source:

• Town: \$275,000

• Status: Project ongoing

• Locations Completed:

• Bayberry Drive, Cypress Drive, Date Palm Drive, Flagler Boulevard, Foresteria Drive, Greenbriar Drive and Hawthorne Drive





Discussion/Questions



TOWN MANAGER COMMENTS REGULAR TOWN COMMISSION MEETING Wednesday, July 17, 2024

HUMAN RESOURCES

Job Openings:

The following open position is being advertised:

Sanitation Truck Operator II – Pay Range: \$21.65 to \$34.63 per hour. Deadline for receipt of applications is 5 p.m. on July 18, 2024

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

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

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

Union Negotiations

Negotiation of the current Collective Bargaining Agreement between the Town and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO) which is due to expire on September 30, 2024 is continuing. Staff has met again with the Union and as a result it is necessary to schedule another Executive Session with the Commission for the purpose of presenting the Union's counter-proposal and obtaining the Commission's feedback. The date for such Executive Session is proposed as Wednesday, August 7, 2024. Because the "Live Local" workshop is scheduled to take place on 8/7/2024, is it possible that the Executive Session take place before the workshop so that once the Executive Session is finished, the Commission can go directly into the workshop and then the regular Commission meeting?

SPECIAL EVENTS

Sunset Celebration

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

Jetsetv Summer Soccer Camp & Tournament

Jetsetv will host their annual Summer Soccer Camp from July 22-26 for youth ages 6-12 in Kelsey Park. They will host an adult Street Soccer Tournament on July 27 from 5:30 p.m. – 10:00 p.m. For more information regarding the camp and tournament, call 561-881-3338.

TOWN COMMISSION CONSENSUS

Request for Letters of Support for Distribution of Edward Byrne Memorial Justice Assistant (JAG) Program Funding:

The Palm Beach County Criminal Justice Commission is seeking letters of support from municipalities for the distribution of \$348,087 of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistant Grant (JAG) funds for the following projects within Palm Beach County:

Subrecipient	Project Title	Amount
Palm Beach County Board of County Commissioners	Countywide Reentry Program-City of Riviera Beach	\$240,228
Palm Beach County Board of County Commissioners	Equipment for Law Enforcement Agencies Countywide	\$107,859
TOTAL	×	\$348,087

The June 25, 2024 letter requesting such support along with the sample letter of support are attached. The deadline submittal of support letters is July 19, 2024. Is it the consensus of the Commission to provide such support letter (which I an can sign in the Town Manager's absence)?



Criminal Justice Commission

301 North Olive Avenue, Suite 1001 West Palm Beach, FL 33401-4705 (561) 355-4943

http://discover.pbcgov.org/criminaljustice/ Fax: (561) 355-4941

Rachel Docekal, Chair Lauren Whetstone, Vice Chair Marcia Andrews, Treasurer Matt Pawlowski, Secretary

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

June 25, 2024

To All Palm Beach County Mayors:

The Criminal Justice Commission (CJC) seeks your approval in the allocation of Federal Fiscal Year 2022 (County Fiscal Year 2023) Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG-Countywide) funds. The total allocation to Palm Beach County is \$348,087. The CJC received notification on June 11, 224 of this funding for the period October 1, 2023, through September 30, 2025.

The CJC will provide funding for two important initiatives at the funding amounts listed below including: 1) \$240,228 for the Countywide Reentry Program, which provides transitional services for adults and juveniles released from jail and prison to Palm Beach County; and 2) \$107,859 will be used to purchase equipment for law enforcement agencies countywide. The funds will address the safety concerns of the School District of Palm Beach County law enforcement agency.

Subrecipient	Project Title	Amount
Palm Beach County Board of County Commissioners	Countywide Reentry Program-City of Riviera Beach	\$240,228
Palm Beach County Board of County Commissioners	Equipment for Law Enforcement Agencies Countywide	\$107,859
TOTAL	County inte	\$348,087

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds. For your convenience, we have prepared the attached sample letter for your use. **Due to the application deadline, we ask that this letter be received at the CJC Office no later than July 19, 2024.** Please send your letters digitally to Dawn Caveness-Davenport at the email address: dcavenes@pbcgov.org.

(PLEASE DO NOT SEND THE LETTER TO FDLE)

If you should require additional information or have any questions, please contact Dawn Caveness-Davenport (561) 355-3396. Your immediate attention to this matter is greatly appreciated.

Sincerely,

Todd Bonlarron

Assistant County Administrator

Cc:

All Palm Beach County Police Chiefs

Richard C. Radcliff, Executive Director, PBC League of Cities

Month DD, YYYY

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
PO Box 1489
Tallahassee, FL 32302-1489
C/O THE CRIMINAL JUSTICE COMMISSION

Dear Mr. Menacof:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Unit of Government Name approves the distribution of \$348,087 of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the following projects within Palm Beach County:

Subrecipient	Project Title	Amount
Palm Beach County Board of County	Countywide Reentry Program-City of	\$240,228
Commissioners	Riviera Beach	
Palm Beach County Board of County	Equipment for Law Enforcement	\$107,859
Commissioners	Agencies Countywide	
TOTAL		\$348,087

Sincerely,

[Chief Official Name]
[Unit of Government Name]



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 3, 2024 Agenda Item No.

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

[] [X] []	SPECIAL PRESENTATION/REPORTS BOARD APPOINTMENT ORDINANCE ON 1st READING NEW BUSINESS OTHER John	Digitally signed l		
Appro	oved by Town Manager <u>D'Agostin</u> o		Igostino, o=Town Town Manager, o@lakeparkflorid 15:26:07-04'00'	
Ander	s Viane / Planner		_	

Originating Department:	Costs: \$ Legal Review	Attachments:
Community Development	Funding Source: Legal Acct: #108 [] Finance	→ Ordinance2024
Advertised: Date: Will be advertised by Town Clerk 10 days prior to 2nd Reading 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 Or Not applicable in this case AV Please initial one.

Summary Explanation/Background:

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

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

<u>Recommended Motion:</u> I MOVE TO <u>APPROVE</u> ORDINANCE NO. __- 2024 on first reading.



Department of Public Works

Proposed Fountain substitution for Kelsey Park East



Four Lady's Fountain

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

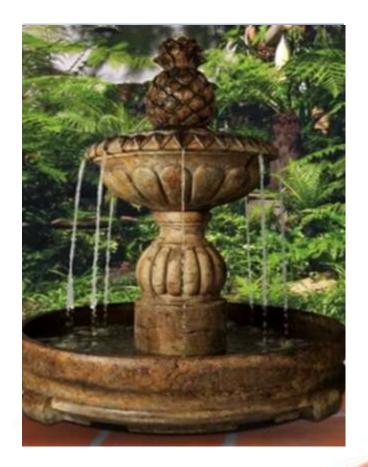




Pina Cascada Fountain

• Price: \$2,144.00

• 56" tall fountain in 52" wide fountain basin shown in Relic Lava.





Pina Cascada Fountain

• Price: \$4,400.00

• 81" tall fountain in 72" wide fountain classical four-tier fountain.





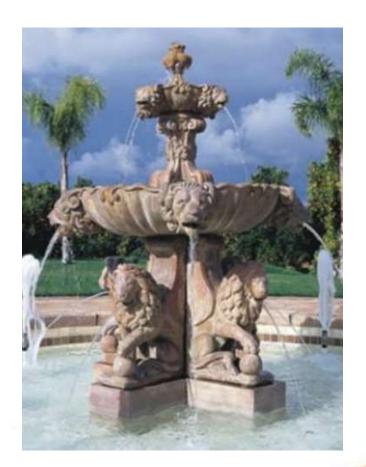
Plumbed Large Lion Fountain

• Price: \$7,621.99

Dimensions: 97" H x 72" W

• Weight: 3,298 lbs.

- Hand-crafted in the USA by skilled artisans
- Shown in the Sienna finish
- Made of cast stone
- 40 different finishes available
- Plumbed for Pond, does not include pond
- Requires a minimum 10-foot custom built pond
- Requires minimum 1-quarter horsepower exterior pool-type pump and filtration system





Cavalli Tiered Outdoor Fountain

• Price: \$8,499.00

Dimension: 86"H x 99½"W

Weight: 2067 lbs.

- Shown in Vintage Stone
- Available in 40 different colors
- Cast Stone is built to last
- Recirculating pump included
- Lighting is not included, but is available



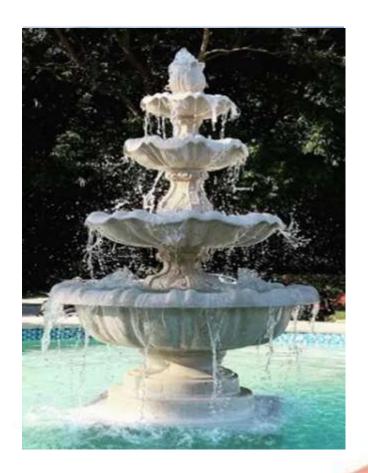


Royal Four –Tier Water Fountain

• Price: \$12,749.00

• 84" H X 48" DIAM.

Finish: Italian Sandstone Buff





Fine's Gallery Custom Marble

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





Discussion/Questions

THE PARTY

Town of Lake Park PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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

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- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date
Cards must be submitted before the item is discussed!! ***Three (3) minute limitation on all comments
Name: Kelly Fleurey Address: 549 Alejandra W
If you are interested in receiving Town information through Email, please provide your E-mail address:
I would like to make comments on the following Agenda Item:
I would like to make comments on the following Non-Agenda Item(s):

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.

DNM Litem 3.



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

Name:

Address: 348 FMAN Blood

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NORTH OF FORESTERIA

Comments are limited to three (3) minutes per individual.

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be removed from the meeting.
Meeting Date 7/17/24
Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments
Name: John Linden Address: 568 N. Redwood DR
If you are interested in receiving Town information through Email, please provide your E-mail address: Mascaro A ADL. Com
I would like to make comments on the following Agenda Item: LAKE PACK HISTORIC EVERGREDIN TIONS I would like to make comments on the following Non-Agenda Item(s):



Town of Lake Park **PUBLIC COMMENT CARD**

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be removed from the meeting. Meeting Date 7/17/2 9 Cards must be submitted before the item is discussed!! ***Three (3) minute limitation on all comments If you are interested in receiving Town information through Email, please provide your E-mail address: MASCARD & HOL, CA I would like to make comments on the following Agenda Item: I would like to make comments on the following Non-Agenda Item(s):

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Town of Lake Park PUBLIC COMMENT CARD

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Cards must be submitted before the item is discussed!!

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

Name: John American Developments

Name: John American Developments

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[Would like to make comments on the following Non-Agenda Item(s):

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- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who

do so may be removed from the meeting. All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.		
Meeting Date 7/19/2 4		
Cards must be submitted before the item is discussed!! ***Three (3) minute limitation on all comments		
Name: John Lindery Address: 568 N. Rodwoof DR		
If you are interested in receiving Town information through Email, please provide your E-mail address: MASCARO DE ADO. COM		
I would like to make comments on the following Agenda Item: # 15 TORIC SOCIETY OF PATE		
I would like to make comments on the following Non-Agenda Item(s):		
Instructions: Please complete this card, including your name and address; once the card has been		

completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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

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

Cards must be submitted before the item is discussed!!

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

Name:
Address:
Address:
Hyou are interested in receiving Town information through Email, please provide your E-mail address:

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

| Would like to make comments on the following Non-Agenda Item(s):



Town of Lake Park Town Commission Agenda Request Form

Meeting Date:	_August 07, 2024

Originating Department: Public Works

Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Execution of an Agreement between the Town of Lake Park and LaPorta Contracting, Inc., for Construction Services required for

Agenda Title: Replacement of the Lake Park Library Roof.

Bambi McKibbon-

Approved by Town Manager:

Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake
Park-su=Assistant Town Manager/Human Resources
Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.07.30 09:32:51 -04'00'

Cost of Item: \$268,100.00 Funding Source: PBC Discretionary Surtax

301-52-521-

Finance

Account Number: 301-63100

Signature:

Jeff DaSilva

Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US Date: 2024.07.29 16:39:09 -04'00'

Advertised:

Date: 03/31/2024 Newspaper: Palm Beach Post

1. Resolution

Attachments: 2. Agreement with LaPorta Contracting, Inc. for Library Re-Roof

3. Bid Proposal Response from LaPorta Contracting, Inc.

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Lake Park Library, a vital and dynamic resource for the residents and visitors of the Town of Lake Park, requires the replacement of its worn and deteriorating roof. As a small municipal building, the library provides traditional resources and innovative programs, including literacy services, books, research materials, art, culture, and technology for children, teens, and adults. Ensuring this valuable town asset's preservation and longevity necessitates installing a new, durable roof.

To secure a qualified and experienced roofing contractor for this project, the Town of Lake Park issued an Invitation to Bid (ITB) per the Town's procurement policy. Town staff prepared and advertised bid procurement documents, and proposals were received on Wednesday, April 24, 2024. Four bidders responded with price proposals. After a thorough evaluation and analysis, LaPorta Contracting was identified as the most qualified and responsive bidder, with a bid price of \$268,100.00. Their bid submission met all requirements, leading staff to recommend awarding the contract to LaPorta Contracting, Inc.

The Town Manager recommends approval.

Recommended Motion:	
I move to adopt Resolution	

RESOLUTION NO. ____53-08-24

A RESOLUTION AUTHORIZING AND DIRECTING THE-MAYOR TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND LAPORTA CONTRACTING, LLC. FOR THE LAKE PARK LIBRARY ROOF REPLACEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the responsibilities of the Town's Public Works Department (the Department) include overseeing and maintaining the Town's buildings; and

WHEREAS, the roof on the Town's library building (Library) is showing signs of weathering and deterioration and;

WHEREAS, the Department has determined that the roof of the Library should be replaced (the Services); and

WHEREAS, the Department has prepared bid documents and issued an Invitation to Bid (ITB #106-2024) to solicit bids to replace the roof of the Library; and

WHEREAS, on Wednesday, April 24th, 2024 the Town received four bids in response to ITB #106-2024,

WHEREAS, after analysis and evaluation of the responses to ITB #106-2024, the Department determined that LaPorta Contracting, LLC (hereinafter the Contractor) had submitted a complete and responsive bid proposal in accordance with the bid documents, and

WHEREAS, the Contractor's bid for the work to be performed was \$268,100; 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, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

<u>Section 2.</u> The Vice-Mayor is hereby authorized and directed to execute a contract agreement with LaPorta Contracting, LLC.

A copy of the agreement is attached hereto.

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

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR THE LAKE PARK LIBRARY ROOF REPLACEMENT (AGREEMENT) is made and entered into this 7th day of August, 2024, 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 LaPorta Contracting, LLC., having an address of 1975 E. Sunrise Boulevard, Suite 822, Fort Lauderdale, Florida 33304, ("Contractor").

WITNESSETH THAT:

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

WHEREAS, the responsibilities of the Town's Public Works Department (the Department) include overseeing and maintaining the Town's buildings; and

WHEREAS, the roof on the Town's library building (Library) is showing signs of weathering and deterioration and:

WHEREAS, the Department has determined that the roof of the Library should be replaced (the Services); and

WHEREAS, the Department has prepared bid documents and issued an Invitation to Bid (ITB) to solicit bids to replace the roof of the Library; and

WHEREAS, on Wednesday, April 24th, 2024 the Town received four bids in response to ITB #106-2024,

WHEREAS, after analysis and evaluation of the responses to ITB #106-2024, the Department determined that LaPorta Contracting, LLC (hereinafter the Contractor) had submitted a complete and responsive bid proposal in accordance with the bid documents, and

WHEREAS, the Contractor's bid for the work to be performed was \$268,100; 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. TIME OF COMPLETION OF THE SERVICES

This Agreement shall commence upon the execution of this Agreement. Provided, however that the Contractor shall not begin providing the Services until the Department has issued a notice to proceed following the Contractor's receipt of the appropriate building permits.

The Contractor shall submit shop drawings for all products and materials to the Public Works Department within 15 business days of receipt of a Town Purchase Order. Upon issuance of the Notice to Proceed, the count as to the number of days for completion of the Services shall have commenced.

The time for completion is Seventy Five (75) calendar days to substantial completion, plus, Thirty (30) days to final completion from the date of contract time commences (105 days' total contract time).

2. COST OF SERVICES

The cost of the Services shall be **\$268,100.00**. This cost includes a base bid amount of \$240,100.00, plus a \$20,000.00 construction contingency allowance, plus an \$8,000 building permit allowance.

3. LAWS AND REGULATIONS

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

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the proposed and required Services, and shall obtain and pay for all permits, tests and/or inspections to perform the Services to be provide. Any damages, penalties, and/or fines incurred by or imposed on the Town, as result of the Contractor's failure to obtain and maintain any required licenses, certifications, tests, permits, and/or inspections shall be the responsibility of the Contractor.

5. SUBCONTRACTING

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

Commented [TB1]: All of this should be relocated to paragraph 1 above on time for completion

6. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

7. Contractor's Employees

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

It is the Contractor's responsibility to ensure that all of 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, or an approved subcontractor.

8. 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 pay 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, issued to the Town and which will provide 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 Contractor shall 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.
- GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

9. MODIFICATION OF AGREEMENT

The Agreement may only be modified by a written amendment to the Agreement.

10. PAYMENTS

All applications for payments shall be sent to the Town's Finance Department, "Attention: Accounts Payable" located at 535 Park Avenue, Lake Park, Florida 33403. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of work completed. A pay period shall be one calendar month ending on the last day of the month. Applications for payment shall be submitted on the 25th day of the month for the period covered.

11. TERMINATION FOR CONVENIENCE

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

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. All reprocurement 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 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. SERVICES TO BE PROVIDED

Lake Park Library Roof Replacement

Contractor Mobilization:

- The Library is to remain open during re-roofing operations. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic and/or vehicular traffic during construction operations.
- Contractor shall secure building permit before commencing with the Services.
- Contractor shall provide construction dumpster construction debris or shall provide truck for hauling debris from site. No debris shall be piled on the ground.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.

Roof Demolition:

- Provide labor, materials, equipment and tools required to perform the existing roofing demolition and removal in preparation for a new roof.
- Remove existing built-up roofing system in its entirety down to weight concrete substrate. Existing light-weight concrete over metal decking is to remain.
- Remove roof flashings, termination bars, and cap materials in preparation for new roofing replacement.
- Remove all roofing materials from vertical surfaces before installation of new roofing.
- Clean existing metal roof decking in preparation for new roof installation.
- All materials generated from demolition and removal operations shall be disposed of in on-site construction dumpster or removed off-site via contractor's disposal truck.

Removal and Re-Installation of Existing Roof-Top Ac Units & Exhaust Fan)

- The Town will coordinate with its air conditioner contractor (AC Contractor) to work in
 conjunction with the Contractor to disconnect and lift the existing roof top air conditioner
 units (if required) so that the Contractor can properly dry around air conditioner roof curbs,
 stands and exhaust fan curbs. The AC Contractor shall then re-install, hook-up, start and test
 the units as necessary to ensure that the units are operational.
- Roofing and AC Contractor shall work together to stage the Ac curb work so that all of the
 Ac units are not out of service simultaneously. Additionally, the Contractor and AC
 Contractor shall ensure that lifted units are re-installed and operational within 24 hours
 from initial lifting.
- AC Contractor shall re-use all existing electrical wiring and refrigerant piping.
- Costs related to the removal and re-setting of the existing air conditioner and exhaust fan shall be borne by the Town.
- Costs associated with the re-roofing of the existing air conditioner roof curbs, pitch pans, etc. shall be by the contractor. The cost of new air conditioner roof curbs if required shall be borne by the Town.

New Roof:

- New roof system to be 4-ply built-up roof system over 2" insulation board over the existing light-weight concrete. Thickness of roof insulation board may vary depending on required roof slopes and exiting roofing conditions.
- Attachment of the base layer to the existing light-weight concrete is critical; the roof
 attachment report issued in Addendum #3 shall be used as a guide for the underlayment
 attachment requirements. Note the attachments may differ based on the contractors
 submitted and approved roofing system.
- Contractor shall construct roof crickets / sloping as required to achieve proper drainage of roof
 area.

- Contractor to maintain existing roof drains, roof scuppers and roof overflows and provide
 positive drainage to these water relieve and remove appurtenances as required to properly
 remove water from the roof deck.
- Contractor shall provide NOA and attachment engineering as required to meet wind up-lift requirements for contractors proposed roofing system.

Plans, Sketches and Related Documents that are incorporated into this Agreement are:

- Invitation to Bid Documents (ITB #106-2024 Lake Park Library Roof Replacement)
- EXHIBIT A Roof Scope of Work (Revised)
- EXHIBIT B Eagleview Roof Information
- EXHIBIT C Photos of Existing Roof
- EXHIBIT D Library Renovation & Addition Plans (for reference only)
- EXHIBIT E Required Bid Forms
- Prebid Meeting Notes
- Addendum #1
- Addendum #2
- Addendum #3

21. GENERAL COMPLIANCE

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

22. ENTIRE CONTRACT

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

23. PUBLIC RECORDS

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

- Keep and maintain public records required by the Town to perform the service.
- 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 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; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor 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 of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, 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, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

IN WITNESS WHEREOF, the partie Agreement as of the day and year last execute	s hereto have made and execute this below.	
ATTEST:	TOWN OF LAKE PARK	
By: Vivian Mendez, MMC Town Clerk	By: Roger D. Michaud, Town Manager	
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
	By:Thomas J. Baird, Town Attorney	
Officer of LaPorta Contracting, Title: Owner Date: 7/22/2024	Thomas LaPorta	

#5653573 v1 26508-00001

10

OWNER



TOWN OF LAKE PARK

535 Park Ave. Lake Park, Florida 33403

INVITATION TO BID (ITB) # 106-2024

PROJECT:

Lake Park Library Re-Roof

REBID

SCHEDULE:

Date of Public Advertisement:

Sunday, March 31, 2024

Date of Distribution:

Monday, April 01, 2024

Non-Mandatory Pre-Proposal Conference:

Thursday, April 11, 2024, 11:00 a.m.

Submit Questions by Date:

Tuesday, April 16, 2024, 4:00 p.m.

Bid Response Due Date:

Wednesday, April 24, 2024, 2:00 p.m.

BID FORM

BIDDER:	LaPorta Contractin	ig		
PROJECT:	Lake Park Library Re	-Roof - REBID:	BID No. 106-2024	
DATE:	6/6/24			
THIS BID	IS SUBMITTED TO:	Town of Lake Park Town Clerk 535 Park Avenue Lake Park, Florida, 3	3403	

- 1. The undersigned BIDDER proposes and agrees that if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents. Bidder also agrees to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time as indicated in the bid documents and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety
- (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
 - 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE 4/22/24	ADDENDUM NUMBER
5/6/24	2
5/23/24	3

- b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as BIDDER deems necessary.
- c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.
- d. BIDDER has obtained, reviewed and performed all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Including but not limited to specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated

in the Bid Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.
- b. If the Work is to be performed on a "unit price" basis, then BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease. Bidder also understands that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; and that should the quantities be decreased, then final payment shall be made on actual quantities completed at the unit prices. The BIDDER will make no claims for anticipated profits for any decrease in the quantities. The final quantities installed shall be determined by the ARCHTIECT upon completion of the Work. The OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
- 5. a. BIDDER agrees that the Work will be substantially complete within <u>75</u> calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within <u>105</u> calendar days from the date when the Contract Time commences to run. (75 days to substantial completion plus 30 days to final completion equals 105 total calendar days for this project).
- b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.
 - 6. The following documents are attached to and made a condition of this Bid:
 - a. Bid Form
 - b. Schedule of Bid Items
 - c. Bid Bond,
 - d. Questionnaire,
 - e. List of Subcontractors,
 - f. Debarred Firms

- g. Conflict of Interest Disclosure Form
- h. Drug Free Workplace Form
- i. Non-Collusion Affidavit
- j. Truth-In Negotiations Form
- h. Licenses / Insurance / W-9
- 7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.
 - 8. BIDDER's Florida Contractor's License Number is CCC1331235 & CGC1529763
 - 9. BIDDER covenants that it is qualified to do business in the State of Florida.
- 10. The prices contained in the Bid Proposal shall include <u>all</u> costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Intent to Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. OWNER may draw upon the Bid Security to the full extent of its damages in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

Bidder is warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

If BIDDER is:

AN INDIVIDUAL
By (sign here):
(Print Individual's Name):
doing business as
Business address:
Phone No
A PARTNERSHIP
(Partnership Name)
By (sign here):
(Print General Partner's Name):
Business address:
Phone No
A CORPORATION
(Corporation Name)
(State of Incorporation)
By (sign here):
(Print Name of Person Authorized to Sign):
Its:
(Print Title of Person Signing if other than the president or vice president, attach evidence of individual'sauthority to sign)
Business address:
Phone No

A LIMITED LIABILITY COMPANY

LaPorta Contracting
(LLC Name)
By (Sign here):
(Print Name of Person Signing): Thomas LaPorta
Its: Owner
(If other than manager, attach evidence of individual's authority to sign)
2821 E Commercial Blvd Ste 219 Fort Lauderdale, FL 33308
(Address)
Phone No(954) 604-4602
A JOINT VENTURE
(Joint Venture Name)
By (sign here):
(Print Name of Person Signing):
(Address)
Phone No
By (sign here):
(Print Name of Person Signing)
(Address)
Phone No

(Each joint-venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).

Schedule A: SCHEDULE OF BID ITEMS

<u>Lake Park Library Re-Roof - REBID</u> <u>ITB # 106-2024</u>

BID AMOUNT EXTENDED COSTS

1	INDEMIFICATION	1	L.S.	\$ 100.00
2	GENERAL CONDITIONS: Project Management, Mobilization, Engineering Documents Temporary Toilets, MOT, Temporary Protections, Temporar Materials Testing, Licenses & Insurances, Warranties, etc.		L.S.	\$25,000.00
3	PERFORMANCE AND PAYMENT BONDS (only applicable if proposed BASE BID price exceeds \$100,	1 000.00)	L.S.	\$7,200.00
4	ROOF REPLACEMENT WORK Includes demolition and removal of existing roofing and the installation of new built-up roofing as per specifications.	1	L.S.	\$207,800.00
5	CONSTRUCTION CONTINGENCY (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 20,000.00
6	BUILDING PERMIT (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 8,000.00
	TOTAL BASE BID ITEMS 1 THRU 6 Written Amount \$ two hundred sixty-eight	thousand	Numer	8,100.00 ic Amount
	Written Amount Written Amount	triousuria	one nanarea e	dollars aria zero certis
	WARRANTY: Labor & Workmanship Warranty 10 yea Submitted By:	rs Title:	Materials Warrant Owner	ty: 20 years
	Signature of Firm Representative			
	Name of Firm: LaPorta Contracting			<u></u>
	Firm Address: 2821 E Commercial Blvd Ste 219 Fort I	_auderdal	e, FL 33308	
	Date: 6/5/24 E-mail Address: th	omas@la	portacontract	ing.com
	Firm Telephone No.: (954) 604-4602			

BOND NO.	
----------	--

BID BOND

KNOW ALL MEN BY THESE PRESENTS,	we, aa_	corporation with a
principal business address of		•
as Principal, andprincipal business address of	, a	corporation with a
principal business address of	, as Surety	are bound to Town of Lake
Park, as Obligee, whose address is 535 Park Av, payment of which we bind ourselves, our heirs,	enue, Lake Park, Florida, 33403, in the s	um of \$
WHEREAS, the Principal is herewith submitting	g its bid for	
THE CONDITION OF THIS OBLIGATION said Principal will, within the time required, ent and conditions of the bid and Contract Docume proper evidence of insurance to secure the perference into such contract and give such bond and the damages which the Obligee may suffer by between the amount specified in said bid and su another party to perform the Work covered by and accepting a bid from the rebid process, o expenses incurred by the Obligee in the bid prowith another party to perform the Work, all o obligation shall be null and void; otherwise it shall	ter into a formal contract with the Obligents and shall give a good and sufficient ormance of the contract, or in the event of evidence of insurance, the Principal and reason of such failure, including but nuch larger amount for which the Obligee said bid, whether by accepting a different or (2) the administrative, legal, account forcess, in the event that the Obligee in got which damages shall not exceed the	ee in accordance with the terms the Public Construction Bond and of the failure of the Principal to I Surety shall pay to the Obligee of limited to, (1) the difference may in good faith contract with the bid or by rebidding the Working and independent consultant good faith elects not to contract penalty of this bond, then this
Signed and sealed thisday of	, 2020.	
PRINCIPAL:	SURETY:	
D.	D.::	
By:Signature	By:Signature	
Name President	Name Attorney-in-Fa	act

BOND NO	. N/A	
---------	-------	--

BID BOND

KNOW ALL MEN BY THESE PRESENTS, we, LaPorta Co	
principal business address of 2821 E Commercial Blvd Ste 219, I	Fort Lauderdale, FL 33308
	, a
principal business address of 305 MADISON AVENUE, MORRI	
B-1 OII' 1 II ' COCD 1 I I I I	, as Surety, are bound to Town of Lake
Park, as Obligee, whose address is 535 Park Avenue, Lake Par	k, Florida, 33403, in the sum of \$_5% of Amount Bid (Five Percent of Amount Bid)
, payment of which we bind ourselves, our heirs, personal repres	sentatives, successors and assigns, jointly and severally.
WHEREAS, the Principal is herewith submitting its bid for	ake Park Library - ITB # 106-2024
-	
THE CONDITION OF THIS OBLIGATION is such that if	the aforesaid Principal shall be awarded the contract the
said Principal will, within the time required, enter into a forma	contract with the Obligee in accordance with the terms
and conditions of the bid and Contract Documents and shall g proper evidence of insurance to secure the performance of the	ontract or in the event of the failure of the Principal to
enter into such contract and give such bond and evidence of ins	surance the Principal and Suraty shall pay to the Obligee
the damages which the Obligee may suffer by reason of such	failure, including but not limited to (1) the difference
between the amount specified in said bid and such larger amou	nt for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, whether	er by accepting a different bid or by rebidding the Work
and accepting a bid from the rebid process, or (2) the admir	nistrative, legal, accounting and independent consultant
expenses incurred by the Obligee in the bid process, in the ev	vent that the Obligee in good faith elects not to contract
with another party to perform the Work, all of which damag	ges shall not exceed the penalty of this bond, then this
obligation shall be null and void; otherwise it shall be and remain	in in full force and effect.
Signed and sealed this 6th day of June	. 2024.
orgina and searce and	
PRINCIPAL:	SURETY:
LaPorta Contracting, LLC	United States Fire Insurance Company
G ²	1
	// /-
By:	Pur Pur
Signature Signature	Signature
Signature	Signature
	Jarrett Merlucci
Name President	Name Attorney-in-Fact
	2 (2) (2) (2) (2) (2) (2) (2) (2

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey}
County of Morris

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa H. D'Alissia
Melissa H. D'Alessia (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of June 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

QUESTIONNAIRE

The BIDDER's responses to the following questions/requests will assist the OWNER in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the OWNER'S sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

that the projects were comple representative for each proje However, a lesser number m	ts of this nature that you have completed and the name and correct phone nurset. A listing of three such projects is nay, at the owner's discretion, be constituted.	nber for OWN strongly prefer
responsive. St Josephs Church - Diocese	Tallahassee Pensacola Tom Martin 850-4	135-3535 Marc
Little Flowers Preschool	Tom Martin 850-435-3535	May 2023
Cathedral of Sacred Hea	ort Dave Kimbell 850-438-3131 ext. 116	3 July 2022
Have your employees or agent Yes	s personally inspected the site of proposed	l work?
	perintendent you will utilize for this jo	b and that per

5.	liability company or trade name under which you do of business. (If a corporation, state the name of partnership, state the names of all partners. If a individuals who do business under the trade name.)	o business, and the address of the place of the President and Secretary. If a a trade name, state the names of the
a.	The correct name of BIDDER isLaPorta Con	tracting
b.	The business is aLLC	
c.	The address or principal place of business is:	
	2821 E Commercial Blvd Ste 219 Fort Lauder	dale, FL 33308
d.	The names of the corporate officers, or managers, or under a trade name are as follows:	partners, or individuals doing business
	Thomas LaPorta	Owner
	Name	Title
	Name	Title
	I hereby attest, under penalty of perjury, the tinformation. (Sign here)	truth and accuracy of the foregoing
	Name: Thomas LaPorta	

LIST OF SUBCONTRACTORS

List each subcontractor to be used on the Project for the types of work to be performed as listed below. If the work is to be performed by the BIDDER, and no subcontractor is to be used, indicate same by writing "self-perform" on the line next to name of firm.

	N/A
1.	Name of Firm
	Address
	Work to be performed:
2.	Name of Firm
	Address
	Work to be performed:
3.	Name of Firm
	Address
	Work to be performed:
4.	Name of Firm
	Address
	Work to be performed:
5.	Name of Firm
	Address
	Work to be performed:
6.	Name of Firm
	Address
	Work to be performed

Failure to complete the above form shall be sufficient cause for Bid rejection.

DEBARRED FIRMS

The undersigned hereby certifies that the	e firm ofLaPorta Contracting
has not and will not award a subcontract	t, in connection with any contract awarded to it as the result arred for non-compliance with the Federal Labor Standards,
Title VI of the Civil Rights Act of 1964	4, Executive Order 11246 as amended or any other Federal
Law.	
LaPorta Contracting	
Name of Firm Submitting Bid	
Mule	
Signature of Authorized Official	
Owner	
Title	
6/5/24	
Date	

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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

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

x	To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.	
	The undersigned firm, by attachment to this form, submits information that may be a potential confinerest due to other Cities, Counties, contracts, or property interest for this Proposal.	onflict
Acknowledg	ged by:	
	LaPorta Contracting	
	Firm Name	
	Myle	
	Signature	
	Thomas LaPorta - Owner	
	Name and title (Print or Type)	
	6/5/24	
	Date	

DRUG-FREE WORKPLACE

LaPorta Contracting	is a drug-free workplace and has a
(Company Name) Substance abuse policy in accordance with and pursuant	to Section 440.102, Florida Statutes.
Acknowledged by:	
LaPorta Contracting	
Firm Name	
Myli	
Signature	
Thomas LaPorta - Owner	
Name and title (Print or Type)	
6/5/24	
Date	

NON-COLLUSION AFFIDAVIT

STATE OF	Ŧ	Torida
COUNTY O	F	Broward

	me, the undersigned authority orn, deposes and says of his/h		
a.	He/She is Owner	of LaPorta Contracting, the Proposer that has submitted a	
	Proposal to perform work for	the following:	
	RFQ No.: BID No. 1	06-2024 Title: Lake Park Library Re-Roof - REBID	
b.		especting the preparation and contents of the attached Request for nent circumstances respecting such Solicitation. Such	
	Proposal is genuine and is no	t a collusive or sham Proposal.	
	in interest, including this affi with any other Proposer, firm and contract for which the at such Solicitation and contrac communication or conference Proposal or any other Proposer, of	any of its officers, partners, owners, agents, representatives, employees, or parties ant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, or person to submit a collusive or sham Proposal in connection with the Solicitation tached Proposal has been submitted or to refrain from proposing in connection with t, or has in any manner, directly or indirectly, sought by agreement or collusion or e with any other Proposer, firm, or person to fix the price or prices in the attached er, or to fix any overhead, profit or cost element of the Proposal price or the Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement ity or any person interested in the proposed contract.	
d.	The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.		
		Many	
		Signature	
Subsc	ribed and sworn to (or a	ffirmed) before me this 5th day of June, 2024, by	
The	mas Laporta, v	vho is personally known to me or who has produced	
FLI	Drivers License	, as identification.	
SEAL		Notary Signature Crack	
	N. RV Pills	Notary Namo: Farala Bray 10	
	FARAH BF MY COMMISSION EXPIRES: Apr	#HH 516722 Notary Public (State): FLORID P	
	OFFICE BATTER	My Commission No.: HH 5 16722	
pg. 25		Expires on: April 16, 2028	

TRUTH - IN - NEGOTIATION CERTIFICATE

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

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

This document must be executed by a Corporate Officer.

Ву:	Thomas LaPorta	
Title: _	Owner	
Date:	6/5/24	



TOWN OF LAKE PARK 535 Park Ave. Lake Park, Florida 33403

PROJECT:

LAKE PARK LIBRARY RE-ROOF - REBID

RFP#: 106-2024

ADDENDUM #1: April 22, 2024

BID DATE EXTENSION

	DID DITTE EXTENSION	
Notification:	This addendum is a notification of a bid due date extension.	
	The new bid date for ITB #106-2024 is Thursday, May 09, 2024 at	2:00 pm.
	The town is arranging for an "Up-Lift" test to determine the condition roof deck light-weight concrete material. Upon the completion of the te additional addendum will be issued with the testing results.	v
•	nowledge receipt of this Addendum No. 1 in the space provided below. This addence proposal document and therefore must be executed.	dum forms
Failure to return the	his addendum with your proposal submittal will be cause for disqualificati	on.
Issued By: Town of L	ake Park, Office of the Town Clerk Date:	
Signed By: Laura V	Veidgans Use idgans Use idgans Digitally singual by Laura Weidgans. Ord rown of Lake Park, out-Beauty Town Cerk, out-Beauty Town Cerk, Out-Beauty Town Cerk, Out-Beauty Town Cerk, Out-Beauty	
Laura We Deputy To	eidgans own Clerk	
Bidder Acknowled	gement of Receipt of Addendum #1:	
Company Name:	LaPorta Contracting	
Authorized Signature	e:	
Print Name:Tho	omas LaPorta	
Title: Owner		

End of Addendum No. 1

6/5/24

Date: ___



TOWN OF LAKE PARK 535 Park Ave. Lake Park, Florida 33403

PROJECT:

LAKE PARK LIBRARY RE-ROOF - REBID

RFP#: 106-2024

ADDENDUM #2:	May	06,	2024

BID DATE EXTENSION

Notification: The Town has run into some scheduling issues related to the Library re-roof light-weight concrete "Up-Lift" test resulting in a delay in publishing the test results and that will have a direct determination in the bid process. This addendum is a notification of a bid due date extension. The new bid date for ITB #106-2024 is Thursday, June 06, 2024 The town is arranging for an "Up-Lift" test to determine the condition of the existing roof deck light-weight concrete material. Upon the completion of the testing an additional addendum will be issued with the testing results. Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed. Failure to return this addendum with your proposal submittal will be cause for disqualification. Issued By: Town of Lake Park, Office of the Town Clerk Date: _____ Signed By: Laura Weidgans Describer Town Clerk en Laura Weidgans **Deputy Town Clerk Bidder Acknowledgement of Receipt of Addendum #2:** Company Name: LaPorta Contracting Authorized Signature: ______

Print Name: ____ Thomas LaPorta

Title: Owner

	6/5/24			
D - 1 - 1	0/3/24			
Date:				

End of Addendum No. 2



TOWN OF LAKE PARK 535 Park Ave. Lake Park, Florida 33403

PROJECT:

LAKE PARK LIBRARY RE-ROOF - REBID

RFP#: 106-2024

ADD	END	UM	#3:
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6/5/24

Date:

May 23, 2024

CLARIFICATION / ADDITIONAL INFORMATION

	i
ADDITIONAL INFORMATION: The contracted with a testing company to perform are the results of that test which includes Design requirements as per the Basis of Design NOA.	orm a light-weight concrete "Up-Lift" test; attached n Pressures and base sheet Attachment
Proposers must acknowledge receipt of this Addendum No. 3 in an integral part of the proposal document and therefore must be a failure to return this addendum with your proposal substantial substantial control of the proposal substantial control of the proposal substantial control of the proposal substantial control of this Addendum No. 3 in an integral part of the proposal document and therefore must be a substantial control of this Addendum No. 3 in an integral part of the proposal document and therefore must be a substantial control of the proposal document and therefore must be a substantial control of the proposal document and therefore must be a substantial control of the proposal document and therefore must be a substantial control of the proposal document and therefore must be a substantial control of the proposal document and the proposal substantial control of the proposal control of the proposa	pe executed.
Issued By: Town of Lake Park, Office of the Town Clerk Digitally signed by Laura Weidgans Signed By: Laura Weidgans Laura Weidgans Date: 2024.05.23 10:14:38-0400' Date: 2024.05.23 10:14:38-0400' Date: 2024.05.23 10:14:38	Date:
Bidder Acknowledgement of Receipt of Addendum #3: Company Name: LaPorta Contracting Authorized Signature: Thomas LaPorta	

End of Addendum No. 3



ENGINEERING & TESTING, INC.

Phone: (866) 781-6889 • Fax: (866) 784-8550 www.floridaengineeringandtesting.com 250 S.W. 13th Avenue Pompano Beach, FL 33069

24-1806 DATE: ____ 5/20/24 JOB ORDER #: ____ CLIENT: Town of Lake Park Lake Park, FL 33403 ADDRESS: 535 Park Avenue PROJECT: Town of Lake Park Library Flat LWIC Roof Decks Lake Park, FL 33403 ADDRESS: __ 529 Park Avenue

2023 FBC/ASCE 7-22 DESIGN PRESSURE CALCULATIONS

Project Information:

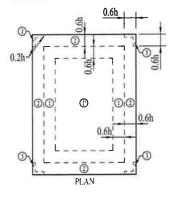
Basic/Ultimate Wind Speed: Vult=170 mph Height = 19'Exposure: C Category: II Nominal Wind Speed: V_{asd}=V_{ult}*√0.6 Length = 114'Slope: < 7° (asd = allowable strength design) Width = 108' $K_z = 0.90$, Kzt = 1.0, $K_d = 0.85$ Parapet Wall: < 3' Library

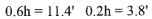
For multiple deck condition, the most conservative dimensions were utilized for design calcs.

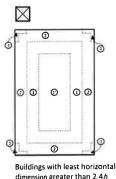
Design Calculations:

Vasd=Vult* √0.6 Velocity Pressure: $q = 0.00256*K_zK_zt_eV_{ult}^2$ Velocity Pressure (ult): $q=0.00256(0.90)(1.0)(1.0)(170)^2 = 66.59 \text{ psf}$ Velocity Pressure (asd): $q=0.00256(0.90)(1.0)(1.0)(1.0)(170*\sqrt{0.6})^2 = 39.95 \text{ psf}$

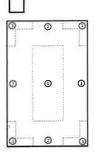
Four Possible Scenarios for Roof Zones (ASCE 7-16, FIGURE C30-1) **ASCE 7-22, FIGURE 30.3.2A**



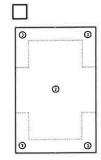




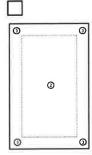
dimension greater than 2.4h



Buildings with least horizontal dimension greater than 1.2h but less than 2.4h



Buildings with least horizontal dimension less than 1.2h and largest horizontal dimension greater than 1.2h



Buildings with largest horizontal dimension less than 1.2h

Length = 114'Width = 108' 1.2h = 22.8'

2.4h = 45.6

Effective Wind Area: <10ft²

For parapet height three feet (3') or larger, zone three (3) shall be treated as zone two (2).



Page 2, 5/20/24, Job Order # 24-1806 Town of Lake Park Town of Lake Park Library - Flat LWIC Roof Decks 529 Park Avenue; Lake Park, FL 33403:



External Pressure Coefficient:

Internal Pressure Coefficient:

GCP1' -0.9GCP1 -1.7

GCP2 -2.3

GCP3 -3.2 GCP_i 0.18

Design Pressures (Based on Vasd): p=qKd[(GCp)-(GCpi)]

P1' = 39.95(0.85)[(-0.9) - (0.18)] = -36.7 psfField (Interior) P1 = 39.95(0.85)[(-1.7) - (0.18)] = -63.8 psfField (Exterior) P2 = 39.95(0.85)[(-2.3) - (0.18)] = -84.2 psfPerimeter

P3 = 39.95(0.85)[(-3.2) - (0.18)] = -114.8 psfCorners

Attachment Requirements Per RAS-117:

Based on the requirements of NOA # 23-0215.04, pg 7-8 of 10, System Type E, Fastening Option # 1, with a maximum design pressure of -45; the following are our recommended fastening patterns to attach the proposed base sheet to the LWIC (specifications per NOA) utilizing approved Trufast FM-90 Base Sheet Fasteners (see zone diagram):

P1' Field (Interior) : 7" o.c. @ 4" laps and 2 staggered rows 7" o.c.

P1 Field (Exterior) ? 8" o.c. @ 4" laps and 4 staggered rows 8" o.c.

6" o.c. @ 4" laps and 4 staggered rows 6" o.c. P2 Perimeter

4" o.c. @ 4" laps and 4 staggered rows 4" o.c. P3 Corners

Notes:

- Additional testing (for example TAS-105, TAS-124, TAS-126) may be required by the building department and/or the NOA/product approval for the installation of the above roof system. Client must verify directly. FE&T can perform these additional tests, upon request.
- Contractor to verify that the fastening patterns meet manufacturer's requirements for issuance of a warranty (as applicable).
- All work shall be in compliance with the local building code product control notice of acceptance and manufacturer specifications and Florida Building Code 2023 Edition.
- Wind load calculations based on ASCE 7-22, 2023 FBC, and information provided by client. Client is responsible for verifying existing/proposed conditions/decks as it pertains to the above provided product approval.
- All work shall be inspected by our field engineer (or authorized representative) or a building department inspector to verify compliance with specifications.

Sincerely,

Mohammad Digitally signed by Mohammad Reza Raffaty Reza Raffaty Date: 2024.05.21 14:16:25 Javidan

Reza Javidan, P.E.

Florida Engineering & Testing, Inc.

Florida Reg. No. 60223

Certificate of Authorization No. 6923

Contractors Roofing License

Insert copy of current licenses

Contractors Certificate of Insurance

Insert copy of Certificate of Insurance document

Contractor W-9 Form

Insert copy of W-9 form

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	Name (as shown on your income tax return). Name is required on this line; LaPorta Contracting	do not leave this line blank	ζ.			•			
	2 Business name/disregarded entity name, if different from above								
on page 3.	3 Check appropriate box for federal tax classification of the person whose national following seven boxes. Individual/sole proprietor or C Corporation S Corporation		heck only one		certain	nptions (entities, tions on	not inc	lividua	
e.	single-member LLC	·			Exempt	payee c	ode (if a	any)_	
Print or type. Specific Instructions on page		tion of the single-member of from the owner unless the purposes. Otherwise, a sin	owner. Do no owner of the ngle-member	LLC is	Exempt code (it	tion from f any)	FATC	A repo	orting
eci	☐ Other (see instructions) ►		_		(Applies to	accounts r	naintained	d outside	the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester'	s name a	nd addr	ess (opti	onal)		
See	2821 E Commercial Blvd Ste 219								
	6 City, state, and ZIP code Fort Lauderdale, FL 33308								
	7 List account number(s) here (optional)								
	List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
	our TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to a	void	ocial sec	urity nu	mber			
	p withholding. For individuals, this is generally your social security nu				7				
	nt alien, sole proprietor, or disregarded entity, see the instructions fo s, it is your employer identification number (EIN). If you do not have a				J -L				
TIN, la		, .	or	•					
	If the account is in more than one name, see the instructions for line	1. Also see What Name	e and E	mployer	dentific	ation nu	ımber		
Numb	er To Give the Requester for guidelines on whose number to enter.		8	3 1 -	2	3 2	8 6	4	3
Part	Certification			•			•		
Under	penalties of perjury, I certify that:								
2. I am Sen	number shown on this form is my correct taxpayer identification nur not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a fail onger subject to backup withholding; and	ackup withholding, or (b	b) I have not	been no	tified b	y the Ir	nterna		
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 exer	npt from FATCA reporti	ing is correc	t.					
you ha acquis other t	cation instructions. You must cross out item 2 above if you have been ve failed to report all interest and dividends on your tax return. For real elition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	estate transactions, item i itions to an individual reti	2 does not a irement arra	apply. For ngement	mortg (IRA), a	age inte Ind gene	rest pa erally, p	aid, paym	ents
Sign Here	Signature of U.S. person ►		Date ►	2/0	6/24				
Ger	neral Instructions	• Form 1099-DIV (d	dividends, in	cluding	hose f	rom sto	cks or	mutu	ual
Section noted.	n references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC proceeds)	(various typ	oes of ind	ome, p	orizes, a	wards	s, or g	gross
related	e developments. For the latest information about developments if to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	• Form 1099-B (sto transactions by bro		al fund sa	ales an	d certai	n othe	er	
		• Form 1099-S (pro					•		,
_		• Form 1099-K (me	erchant card						· .
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an		 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 							
	ation return with the IRS must obtain your correct taxpayer	1098-T (tuition)	0 0	,	1098-1	= (stude	nt loa	II IIILE	,,
identif	, , , , , , , , , , , , , , , , , , , ,		nceled debt)		•			,,

(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)

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

alien), to provide your correct TIN.

later.

Use Form W-9 only if you are a U.S. person (including a resident

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,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/I	Ite
OCIOEIC	

Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

WAIV	RTANT: If the certificate holder is an AD ED, subject to the terms and conditions icate holder in lieu of such endorsement	of the p							
PRODU	CER				CONTACT NAM	IE: FrankCrum	Certificate Departm	ent	
					PHONE (A/C, N	o, Ext): (800) 277-1	620 X 4800	FAX (A/C, No): (7	27) 797-0704
Frank	Crum Insurance Agency, Inc.				E-MAIL ADDRE	SS: certs@franl	kcrum.com	•	
	outh Missouri Avenue					INSURER(S) AFFORDING CO	VERAGE	NAIC#
Clear	water, FL 33756				INSURER A:	Frank	k Winston Crum	Insurance Company	11600
INSUR	ED				INSURER B:				
					INSURER C:				
Frank	Crum L/C/F Laporta Contracting LLC				INSURER D:				
	outh Missouri Avenue				INSURER E:				
Clear	water, FL 33756				INSURER F:				
					244521			REVISION NUMBER:	
NO PE MA	IS IS TO CERTIFY THAT THE POLICIES OF INSI TWITHSTANDING ANY REQUIREMENT, TERM RTAIN, THE INSURANCE AFFORDED BY THE F Y HAVE BEEN REDUCED BY PAID CLAIMS.	OR CON	DITION (OF ANY CONTRACT O	R OTHER DOCU	MENT WITH RESPE E TERMS, EXCLUS	ECT TO WHICH TH SIONS AND CONDI	IS CERTIFICATE MAY BE ISSUE	
INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUM	MBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	POLICY PROJECT LOC							PRODUCTS-COMP/OP AGG	\$

						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$
	POLICY PROJECT LOC					PRODUCTS-COMP/OP AGG	\$
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
l _A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC202400000	01/01/2024	01/01/2025	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	CANCELLATION	_
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Town of Lake Park 535 Park Ave.	AUTHORIZED REPRESENTATIVE	



CERTIFICATE OF LIABILITY INSURANCE

Item 4

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

C	ertificate holder in lieu of such endors										
PRODUCER						CONTACT GLORIA JUSTINIANO					
Patrick Brady Insurance Services, Inc.						PHONE (A/C, No, Ext): 954-764-1944 FAX (A/C, No):954-764-1945					
	845 Cordova Rd. Suite 211	,			E-MAIL ADDRESS:						
Fort Lauderdale, FL 33316					INSURER(S) AFFORDING COVERAGE				NAIC#		
	<u> </u>			-	INSURE			SURANCE COMPAN		<u> </u>	
INSU					INSURE	RB: PR		VE Insurance Compa	any		
	A PORTA CONTRACTING LLC				INSURE	RC:	Kinsale Ir	nsurance Company			
	975 EAST SUNRISE BLVD 822	2			INSURER D :						
F	T LAUDERDALE, FL 33304				INSURER E :					<u> </u>	
					INSURE	RF:					
				NUMBER:				REVISION NUMBER:			
IN C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
	GENERAL LIABILITY			01002643250		10/16/23	10/16/24	EACH OCCURRENCE	\$ 2,00	00,000	
	COMMERCIAL GENERAL LIABILITY			01002040200		10/10/20	10/10/21	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	,000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$ 5,00		
Α	General Liab							PERSONAL & ADV INJURY		00,000	
								GENERAL AGGREGATE	\$ 2,00	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000	
	POLICY PRO- LOC								\$		
	AUTOMOBILE LIABILITY			648872598		12/12/23	12/12/24	COMBINED SINGLE LIMIT (Ea accident)	s 500	,000	
	ANY AUTO			040072030		12/12/20	12/12/27	BODILY INJURY (Per person)	\$		
	X ALL OWNED X SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
В	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
									\$		
	X UMBRELLA LIAB X OCCUR			648880170		02/26/24	02/26/25	EACH OCCURRENCE	\$ 1,00	00,000	
С	EXCESS LIAB CLAIMS-MADE			040000170		02/20/21	02/20/20	AGGREGATE	\$		
	DED RETENTION \$								\$	_	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N						E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A						E.L. DISEASE - EA EMPLOYEE	\$		
								E.L. DISEASE - POLICY LIMIT	\$		
		i									
		I									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)				
TC	E CERTIFICATE HOLDER IS NAM WN OF LAKE PARK 5 Park Ave.	IED <i>i</i>	AS A	DDITIONALLY INSURE	ED WIT	ΓΗ REGARI) TO GENE	RAL LIABILITY.			
La	ce Park Florida 33403									₽	
					CANCELLATION						
CERTIFICATE HOLDER					<u> </u>						
					مها					ED DEE0DE	

CERTIFICATE HOLDER AND ADDITIONAL INSURED:
TOWN OF LAKE PARK

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gloria Justiniano

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Ron DeSantis, Governor



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

APORTA, THOMAS J

LAPORTA CONTRACTING LLC 3015 N OCEAN BLVD 12G FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

APORTA, THOMAS J

LAPORTA CONTRACTING LLC 3015 N OCEAN BLVD 12G FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2024

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 7, 2024						
Agenda Title: Florida Leagu Delegate.	e of Cities 2024 Annual Bus	iness Meeting Voting				
[] BOARD APPOINTMEN	FION/REPORTS [] CON IT [] OLD RDINANCE ON FIRST READI	BUSINESS				
Approved by Town Manager D'Agostino D'Agosti						
Vivian Mendez, Town Clerk						
Department Head Name Title						
Originating Department:	Costs: \$ 0.00	Attachments:				
Town Clark	Funding Source:	Voting Delegate Form				

Originating Department:	Costs: \$ 0.00	Attachments:		
Taura Claule	Funding Source:	Voting Delegate Form		
Town Clerk	Acct. #			
	[] Finance			
Advertised: 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 Or Not applicable in this case <u>v</u> M Please initial one.		

Summary Explanation/Background:

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. The Annual Business Session will be held on **Saturday**, **August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

The purpose of this agenda item is to request that the Town Commission designate a voting delegate to represent the Town during the Annual Business Session.

Recommended Motion: I move to appoint	 as the	2024
Florida League of Cities Voting Delegate.		



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's enewsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *erussell@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Attachments: Form Designating Voting Delegate





Tallahassee, Florida 32302-1757





2024 Annual Conference Florida League of Cities, Inc. August 15-17, 2024 Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

<u>Designation of Voting Delegate</u>
Name of Voting Delegate:
Title:
Delegate Email:
Municipality of:
AUTHORIZED BY:
Name
 Title

Return this form to: Eryn Russell Florida League of Cities, Inc. Post Office Box 1757 Tallahassee, FL 32302-1757 Email: erussell@flcities.com





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:	August 7, 2024
Originating Departn	nent: Town Commission
Agenda Title:	Presentation on Aquatic/Community Center in Bert Bostrom Park
Agenda Category (i.e.	, Consent, New Business, etc.): Presentation
Approved by Town Manager:	Digitally signed by Bambi McKibbon-Turner Distribution - Distribu
Cost of Item:	\$0.00 Funding Source:
Account Number:	Finance Signature:
Advertised:	
Date:	Newspaper:
Attachments:	Presentation to be attached
Please initial one:	Yes I have notified everyone
AJ	Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park currently does not have a public pool or a community center for residents. Over the last several years, it was determined by the Town, that there is a potential need for a community center to be located within Lake Park. Throughout that discussion, the idea of an aquatic center has arisen and the Town was approached by a potential donor for a portion of construction of the pool and other funding sources have been researched. The Town received a grant of \$400,000 for the design of the facility and recently, Palm Beach County approved the expansion of the Lake Park CRA, which provides an additional funding source for construction.

Town staff has spent the last several months researching other towns and facilities within those towns to determine what type of facility may make the most sense in Lake Park as it relates to different sizes and programming within these facilities. Staff has also conducted research on potential costs to construct

and operate both a community and aquatic center along with potential revenue sources for operation. The presentation this evening, requested by the Commission, will outline potential costs/revenues, funding sources and the process for Community Engagement.

Staff recommends a public workshop on September 28, 2024 to discuss these projects and the needs of the community as it relates to services. Staff will also attend the Back to School backpack giveaway on August 10th and the Sunset Celebration on August 30 and September 27 to encourage attendance on September 28th. Other methods of engagement will be outlined in the presentation and will include yard signs, mailers, newsletter distribution and social media.

Recommended Motion:

Consensus on date for community meeting





Town of Lake Park & Lake Park CRA

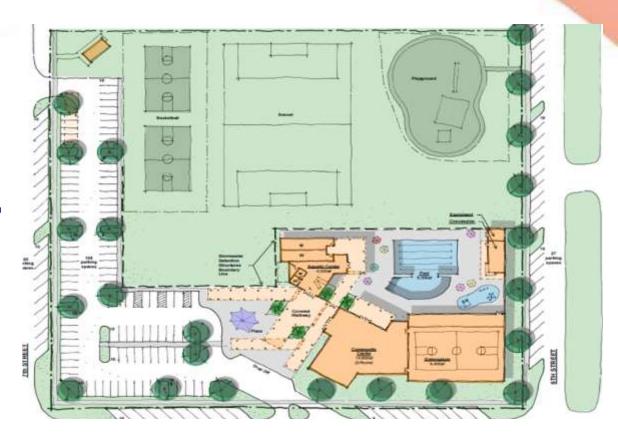
Bert Bostrom Park Capital Improvements

Presented to: Lake Park Town Commission, August 7, 2024



Agenda

- **□** Current Project Overview
- **☐** Benefits of an Aquatic Center
- **□** Aquatic Center
 - Estimated Costs/Revenues
- **☐** Benefits of a Community Center
- **□** Community Center
 - Estimated Costs/Revenues
- **☐** Estimated Cost Overview
- □ Community Outreach
- □ Next Steps





Bert Bostrom Park Infrastructure

Scope of Work:

Drainage Improvements

Funding Sources:

• Town (Design): \$189,055

• Federal Funds (Construction): \$5,621,838

Florida Commerce CDBG-MIT Grant

Amenities

New High quality turf

Multi-Purpose Field

Estimated Completion Date: July 2025







Aquatic Center Benefits to Lake Park



- **Trends:**
- Community pools began closing around 2008 Financial Strains
- Resurgence of popularity recently
- Pool not likely to financially sustain itself

Quality of Life Benefits:

- ✓ Promote Physical and Mental Fitness
- ✓ Increase Public Safety and Water Safety
 - Lifeguard Training, Swimming Lessons
- ✓ Offer Career Opportunities
- ✓ Improve Wellness Equality
- ✓ Build Community Relationships
- ✓ Enhance Civic Pride and Neighborhood Value





Aquatic Center Estimated Capital Costs



Assumptions:

- 6-8 Lanes
- 50 Meters
- Kids Pool/Splash Area
- Approx. 5,000 SF
- 4,000 SF Locker Rooms/Concession Area



ESTIMATED COST:

Construction: \$3,600,000 - \$4,000,000

Design: \$400,000



Aquatic Center Potential Capital Funding



ESTIMATED COST:

Construction: \$3,600,000 - \$4,000,000

Design: \$400,000

Committed Funding:

- 1. Grant: \$400,000 (for Design)
- 2. Private Donation (amount TBD)
 - 1. One Donation Committed
 - 2. Can Solicit Others

Potential Funding:

- 1. Grants: Federal/State/Local
- 2. Other Private Donations
- 3. Town of Lake Park: Capital Contribution
- 4. CRA Bond



Aquatic Center Operational Costs



Assumptions:

- Staffing (Full and Part Time)
- Utilities
- Repair/Maintenance (Chemicals)
- Insurance
- Uniforms/Operating Supplies
- Contracted Services

ESTIMATED COST: \$500,000 - \$600,000 Annually







Aquatic Center Operational Revenue



Revenue Sources:

- Admissions
- Memberships
- Swim Lessons
- Private Parties
- Classes
- Special Events
- Rentals
- Concessions











REVENUES:

\$150,000 - \$250,000 Annually



Aquatic Center Overview



Capital:

Cost \$4,000,000

Funded: \$400,000 + ??

Operations:

Cost \$500,000 - \$600,000 Revenues \$150,000 - \$250,000

Annual Net Cost to Town: \$350,000



Community Center Benefits to Lake Park



State and Federal Funding Opportunities for:

- Energy Efficiency
- Climate Action/Pollution Reduction
- Emergency Response
- Resiliency



Currently No Community Facility in Lake Park for Children and Families

Benefits:

- √ Social Interaction
- ✓ Fitness/Wellness/Recreation
- ✓ Educational Programs
- ✓ Support Services
- ✓ Economic Impact
- ✓ Emergency Operations/Resilience
- √ Cultural Impact



Community Center Capital Costs



Assumptions:

- 22,000SF 40,000SF
- 9,000 SF Gymnasium
- Multipurpose Rooms
- Prep Kitchen
- Offices
- Potential EOC
- Potential Hurricane Shelter
- LEED Certified

ESTIMATED COST:

Construction: \$11,000,000 - \$18,000,000

Design: \$1,000,000





Community Center Potential Capital Funding



ESTIMATED COST:

Construction: \$11,00,000 - \$18,000,000

Design: \$1,000,000

Committed Funding:

1. Grant: \$400,000 (for Design with Aquatic Center)

Potential Funding:

- Grants: Federal/State/Local
- 2. Other Private Donations
- 3. CRA Bond



Community Center Operational Costs



Assumptions:

- \$8-20 PSF (USED \$15/SF)
- Staffing (FT/PT)
- Repair/Maintenance/Cleaning
- Utilities/Technology
- Insurance
- Programming and Activities
- Operational Supplies

ESTIMATED COST:

\$375,000 - \$600,000 Annually

Some Shared Costs with Aquatic Center and Some Staffing Already Employed by Town







Community Center Operational Revenue



Revenue Sources:

- Summer/Winter Camp
- Rentals
 - Facility
 - Gymnasium
 - Furnishings
- Memberships
- Classes
- Athletic Leagues
- Concessions

ESTIMATED REVENUES: \$25,000 - \$50,000



Community Center Overview



Capital:

Cost \$11,000,000 - \$18,000,000

Funded: \$

Operations:

Cost \$375,000 - \$600,000

Revenues \$25,000 - \$50,000

Annual Net Cost to Town: \$325,000- \$550,000



Bert Bostrom Other Capital Expenses



Burt Bostrom Park Improvements								
	Estimated				Funding			
			Cost	Funded?	Source			
Playground								
	Shade Sails	\$	125,000	N				
	Equipment	\$	50,000					
Basketball Courts								
	1 Court	\$	20,000					
	2 Courts	\$	30,000					
Parking								
	For Both Facilitie: \$1,200,000							
Landscaping								
	Additional	\$	75,000					
	TOTAL OPTION 1	\$1	L,345,000					
	TOTAL OPTION 2 \$ 1,355,000							

Total Estimated Capital Costs:

1. Aquatic Center: \$4,400,000

2. Community Center: \$12,000,000

3. Other/Park: \$1,350,000

\$17,750,000



Community Engagement



Assess Community Desires/Needs:

1. Surveys

- 1. Town Website
- 2. Social Media
- 3. Newsletter Link

2. Community Outreach

- 1. August 10, 2024 Back to School Extravaganza
- 2. August 31, 2024 Sunset Celebration
- 3. September 27, 2024 Sunset Celebration
- 4. September 28, 2024 Community Workshop Town Hall Commission Chambers







NEXT STEPS



- **✓ TONIGHT- AUGUST 7, 2024** Approve Date for Community Workshop
 - AUGUST/SEPTEMBER: Initial Community Engagement
 - □ <u>OCTOBER</u>: Presentation of Community Engagement and Commission Direction
 - □ OCTOBER: Issue RFQ/RFP for Design Services (Phased)
 - □ <u>DECEMBER/JANUARY</u>: Community-Driven Conceptual Design with Estimated Costs
 - ☐ FEBRUARY: Select Conceptual Design and Direction on Next Steps

ONGOING:

- Explore Grants and Other Funding Opportunities
- Establish Non-Profit for Private Donations



Discussion/Questions



Resources

City of Riviera Beach City of West Palm Beach Village of North Palm Beach City of Delray Beach Town of Lauderhill City of Gainesville Palm Beach County City of Miami Springs City of Cutler Bay City of Melbourne Chat GPT AI





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 7, 2024 Agenda Item No. Agenda Title: Resolution Updating the Town of Lake Park Master Fee Schedule SPECIAL PRESENTATION/REPORTS [] **CONSENT AGENDA** BOARD APPOINTMENT **OLD BUSINESS** [] [] PUBLIC HEARING ORDINANCE ON _____ READING П **NEW BUSINESS** [X] Digitally signed by Bambi McKibbon-Turner OTHER: _____ Bambi DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/ McKibbon-Turner email=bturner@lakeparkflorida.gov, c=US Approved by Town Manager _ Date: 2024.08.02 15:00:41 -04'00' Vivian Mendez, Town Clerk, MMC Name/Title **Originating Department:** Costs: n/a Attachments: **Funding Source:** Resolution: _____ **Town Clerk** Acct. # N/A **Exhibit A: Master Fee** [] Finance ___ Schedule Yes I have notified All parties that have an interest everyone Advertised: in this agenda item must be Date: notified of meeting date and Paper: Not applicable in this case $v_{\mathcal{M}}$ time. The following box must [X] Not Required be filled out to be on agenda. Please initial one. **Summary Explanation/Background:** Each year Town staff reevaluates the fee structure for Town services. This year staff proposes the changes to the Master Fee Scheduled as indicated in Exhibit A of the attached Resolution.

The purpose of this agenda item is for the Commission to review and adopt the Master Fee Schedule as proposed by staff.

Recommended Motion:	I move to approve Resolution	i
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RESOLUTION 54-08-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 41-07-21 WHICH ESTABLISHED THE TOWN OF LAKE PARK MASTER FEE SCHEDULE AND RESOLUTION 49-08-22 AND RESOLUTION 51-08-23 WHICH AMENDED THE MASTER FEE SCHEDULE; PROVIDING FOR AN INCREASE AND MODIFICATION OF THE FEES; 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 Code authorizes the Town Commission to establish and amend a schedule of fees to be charged by the Town for services provided by the Town; and

WHEREAS, the Town Commission has previously adopted Resolution 41-07-21 which established a master fee schedule for services provided by the Town and Resolution 49-08-22, and Resolution 51-08-23, which amended the master fee schedule: and

WHEREAS, this resolution is being adopted to update Resolution 51-08-23 by including and modifying fees; and

WHEREAS, the updated Master Fee Schedule reflects the recommended fee increase.

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

<u>Section 1</u>. The whereas clauses are hereby incorporated herein.

<u>Section 2.</u> The Town Commission hereby adopts an amended Master Fee Schedule revising fees as set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions which have established fee schedules are hereby repealed.

Section 4. This resolution shall take effect immediately upon its execution.

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

Exhibit "A" Master Fee Schedule

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Community Development

	Building Permit Fees	
	ermit Fee Schedule shall be based on total valuation as follows:	
No.	TYPE OF FEE	FEE
	Base Fee for Zoning Reviews Only (for example commercial	\$100
	paint permits, or landscape permits) and for Telecommunication	(State surcharge
	permit applications.	does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00	\$100.00 plus 2.0%
	\$1,000,000 and up	\$100.00 plus 1.00%
	illding permit requires Engineering review, this will be assessed at a wn's Engineering contract, with a minimum one (1)-hour charge.	an additional fee per
	Inspection Fee	\$40.00
All pe	rmit applications will include required inspections in the permit fee	. If additional non-
	related inspections; zoning certificate inspections; structural code	
inspec	tions; fire damage inspections; courtesy inspections; and all other in	nspections not
otherv	vise listed are required, a \$40 inspection fee PER inspection will be	assessed
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by
		Florida State Statue
	Additional Permit-Related Fees	
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related

Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.

Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract

Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).

PERMIT PENALTIES

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees

fees.	MOVING PERMIT FEES:	1		
	For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:	\$500.00		
	CONTRACTOR REGISTRATION FEES: With Palm Beach County registration with a "W" designation	\$2.00		
	All Other Contractors	\$10,00		
	SIGN PERMIT FEES: Minimum Permit Fee up to \$ 3,000.00 in value	\$100.00		
	\$3,000.00 and up in value	\$200.00		
	Window Signage (per store window frontage)	\$50.00		
	DEVELOPMENT REVIEW FEE SCHEDULE			
1	Abandonment of rights of way	\$1,800.00		
2	Abandonment of easements	\$1500.00		
3	Appeal of Administrative Decisions \$1,000.0			
4	Comprehensive Plan text amendment	\$2,500.00		
5	Comprehensive future land use map change, small and large	\$3,000.00		
6	Development of Regional Impact	\$5,000.00		
	a. Annual report review	\$500.00		
7	Development Approval extension	\$1,500.00		
8	Development Pre-Application Meeting	\$200.00		
9	Developer Agreements	\$1,500.00		
10	Planned Unit Development			
	a. Master Plan approval	\$2,000.00		
	b. Modification of an approved Master Plan	\$1,000.00		
	c. Per waiver request	\$250.00		
11	Site plan, nonresidential or residential multi-family 6 units or greater			
	a. 0-14,999 square feet (structure size)	\$2,000.00		
	b. Greater than 14,999 square feet (structure size)	\$4,000.00		

	c. Per waiver request (if applicable)	\$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10,00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,500.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,000.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$125.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity) \$50.00	
23	Special Event Permit (commercial/for-profit entity) \$100.00	
24	Minor Replat/Plat	\$500.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	
30	Time Extension Application - Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Business Registration Application	\$50.00
32	Annual Out of Town/Mobile Vendor Fee	\$250.00
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant,
 or additional services, to assist Town staff in the review and processing of applications for approval, such as
 the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental
 assessments, archeological or historic assessments, market studies, engineering studies or reports,
 telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection
 with the review and processing of an application listed herein, and the preparation and/or review of legal
 documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Code Section	FINE FEES Violation Description An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.	Fine
10-31 and 10- 32	Nuisance	\$100.00
	Noise disturbance 1st Offense	\$250.00
10-153 and 10-154	2 nd Offense (minimum of 30 minutes following the 1 st offense and within the same 24-hour period)	\$350.00
10 131	3 rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 rd offense and within the same 24-hour period after the 1 st Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-61 11-14	Domestic animals prohibited in park Dogs running at large prohibited - leash required	\$50.00
18-85	Violation of permit terms for use of park	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00
24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00
24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00

30-2	Prohibited parking \$100.00		
31-9	Blocking Parking Aisles in the Marina	\$100,00	
30 -33	Commercial loading and unloading	\$250.00	
30 -35	Parking commercial vehicle in residential area	\$125.00	
32 -57	Illegal watering 1st offense	\$50.00	
32 -57	Illegal watering 2 nd offense	\$250.00	
32-57	Illegal watering 3 nd or more offense	\$500,00	
34-6	Hatracking; tree topping	\$250.00	
70-32	Sign code violation (Town-wide)	\$125.00	
2-320	No out of Town Business Registration	\$50.00	
70- 103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00	
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 violation	per

Finance

\$25.00 Face Value up to \$50.00	
\$30.00 Face Value \$50.01 - \$300.00	
\$40.00 Face Value \$300.01 - \$800.00	
Or	
5% of Face Value if over \$800.00	
cordance with Florida State Statues 166.251 and 832.05	
֡֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜	\$30.00 Face Value \$50.01 - \$300.00 \$40.00 Face Value \$300.01 - \$800.00 Or 5% of Face Value if over \$800.00

Jeff Digitally agned by Jeff Dosliva ON: conself Dashiva ON: conself Dashiva On John of Like Park On John of Like

30-2	Prohibited parking \$100.00		
31-9	Blocking Parking Aisles in the Marina	\$100.00	
30 -33	Commercial loading and unloading	\$250.00	
30 -35	Parking commercial vehicle in residential area	\$125.00	
32 -57	Illegal watering 1st offense	\$50.00	
32 -57	Illegal watering 2nd offense	\$250.00	
32-57	Illegal watering 3nd or more offense	\$500.00	
34-6	Hatracking; tree topping	\$250,00	
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70- 103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00	
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 violation	per

Finance

Dishonored Checks	\$25.00 Face Value up to \$50.00	
	\$30.00 Face Value \$50.01 - \$300.00	
	\$40.00 Face Value \$300.01 - \$800.00	
	Or	
	5% of Face Value if over \$800.00	
Service Fee structure in ac	cordance with Florida State Statues 166.251 and 832.05	

Harbor Marina

DOI PARTING			
Slip Leases DOCKAGE (calculated at Vessel Length Overal Length or Slip Length)	l; Greater of Vessel	Fee	
Annual (12 month minimum – Rate/Month)	Per Foot	\$25.00/ft.\$30.00	Formatted: Strikethrough
E Dock Special (Less than 30')	Per Month	\$500.00 <u>\$600.00</u>	Formatted: Strikethrough
35' Floating Dock	Per Foot	\$27.50/ft. \$33.00	Formatted: Strikethrough
Charter Annual		\$28.75/ft. \$34.50	Formatted: Strikethrough
Commercial (requires a minimum lease of 8 slips	s)	\$23.13/ft. \$31.00	Formatted: Strikethrough
Seasonal (Rate/Month)			
Summer Monthly – May 1 to October 31		\$27.50/ft.\$33.00	Formatted: Strikethrough
Winter Monthly - November 1 to April 30		\$33.75/ft. <u>\$40.50</u>	Formatted: Strikethrough
Transient (Rate/Day)			
Summer – May 1 to October 31		\$3.50/n\$3.50/n.	Formatted: Strikethrough
Winter - November 1 to April 30		\$4.00/ft	Formatted: Not Strikethro
Utilities - Lease (water/garbage/electric) mandat	ory fee		
110/30amp (Extra Cord Add \$40)		\$ 9595.00/mo. \$115.00	Formatted: Strikethrough
1 to 5 out p (Estat Cota Flore o 10)	110/30aiiip (Exita Cota Ada \$40)		

220/50amp (Extra Cord Add \$80)	\$137137.00/mo. \$160.50	Formatted: Strikethrough
Utilities - Transient (water/garbage/electric) mandatory fee	STORY STORY	
110/30amp (per day per cord)	\$8.00/day \$10.00	Formatted: Strikethrough
220/50amp (per day per cord)	\$11.00/day_\$15.00	Formatted: Strikethrough
Boat Ramp Fees		
Daily Boat Launch	\$10.00	
Overnight Parking (Per Night)	\$3 <u>3</u> 3.00_\$37.00	Formatted: Strikethrough
Annual Pass	\$210.00	
Semi-Annual Pass	\$105.00	
Commercial Pass	\$410.00 <u>\$500.00</u>	Formatted: Strikethrough
Monthly Boat/Trailer Storage (Rate/Month)		Formatted: Not Strikethrough
Boat/Trailer to 30'LOA_No longer offer due to reduced parking	\$160.00/mo.	Formatted: Strikethrough
Boat/Trailer Greater than 30'LOA-No longer offer due to reduced	\$185.00/mo.	Formatted: Strikethrough
parking		Formatted: Strikethrough
Jet Ski single No longer offer due to reduced parking	\$105.00/mo.	Formatted: Strikethrough
Jet Ski double No longer offer due to parking restrictions	\$160.00/mo.	Formatted: Strikethrough
Miscellaneous Fees		Formatted: Strikethrough
Overnight Vehicle Parking (non-leaseholder)	\$11.00/_\$13.00 per nightnight	Formatted: Strikethrough
Monthly billing service (manual) We don't use this anymore	\$30.00/mo.	Formatted: Strikethrough
Lost Key Replacement	\$25.00	Formatted: Strikethrough
Pump out	\$5.00	Formatted: Strikethrough
Water Tank Fill	\$10.00	Formatted: Strikethrough
Water Tank Fill (50 gal plus)	\$15.00	Formatted: Strikethrough
Port Charge	\$15.00-\$20.00	Formatted: Strikethrough
Port Charge (50' LOA plus)	\$25.00-\$30.00	Formatted: Strikethrough
Port Charge Charter / Commercial – Any sizeFinance Department charge for any returned check applies.	\$50.00	Digitally signed by Jason Tenney DN: cn=Jason Tenney, o=Tow

Library

Item	Fee
Library Cards initial library card at registration	No charge
Replacement card \$3.00	
Replacement of Barcode	\$1.00
Replacement of RFID Tag	\$1.00
Repairs & Replacement	At cost per book, same edition, same publisher.

Jason
Tenney
DN: cn=Jason Tenney, o=Town of Lake Park, ou=Lake Park
Harbor Marina,
email=jtenney@lakeparkflorida.
gov, c=US
Date: 2024,08.02 14:38:20
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220/50amp (Extra Cord Add \$80)	\$137137.00/mo. \$150.00	Formatted: Strikethrough
Utilities - Transient (water/garbage/electric) mandatory fee	MAGNATIVE.	
110/30amp (per day per cord)	\$8.00/day \$10.00	Formatted: Strikethrough
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Boat/Trailer to 30'LOA_No longer offer due to reduced parking	\$160.00/mo.	Formatted: Strikethrough
Boat/Trailer Greater than 30'LOA No longer offer due to reduced	\$185.00/mo.	Formatted: Strikethrough
parking		Formatted: Strikethrough
Jet Ski single-No longer offer due to reduced parking	\$105.00/mo.	Formatted: Strikethrough
Jet Ski double No longer offer due to parking restrictions	\$160.00/mo.	Formatted: Strikethrough
Miscellaneous Fees		Formatted: Strikethrough
Overnight Vehicle Parking (non-leaseholder)	\$11.00/_\$13.00 per	Formatted: Strikethrough
	night night	Formatted: Strikethrough
Monthly billing service (manual) We don't use this anymore	\$30.00/mo.	Formatted: Strikethrough
Lost Key Replacement	\$25.00	Formatted: Strikethrough
Pump out	\$5.00	Formatted: Strikethrough
Water Tank Fill	\$10.00	Formatted: Strikethrough
Water Tank Fill (50 gal plus)	\$15.00	. armatica. Stricturough
Port Charge	\$15.00 <u>\$20.00</u>	Formatted: Strikethrough
Port Charge (50' LOA plus)	\$25.00 <u>\$30.00</u>	Formatted: Strikethrough
Port Charge Charter / Commercial - Any sizeFinance Department charge	\$50.00	like

Library

for any returned check applies.

Item	Fee
Library Cards initial library card at registration	No charge
Replacement card	\$3.00
Replacement of Barcode	\$1.00
Replacement of RFID Tag	\$1.00
Repairs & Replacement	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of labeling and other

Magn

Digitally signed by Judie Cooper DN: cn=Judie Cooper, o=Lake Park Public Library, ou=Library Director, email=jcooper@lakep arkflorida.gov, c=US Date: 2024.08.01 15:46:11 -04'00'

	materials related to cataloging and bar
	code process
Replacement of volumes for multiple volume sets	Minimum \$20.00 per volume
Rebind or recover	\$10.00
Digital & Audio Media	
Replacement	At cost, \$20.00 minimum
Laptop Replacement:	At cost per laptop, same brand and model. Additional \$50 per laptop for cost of labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk
Repair to damage item	\$10.00
Refunds - No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	
Copies	.15 per black & white page .50 per color page
Print from device	.15 per black & white .50 per color page
Fax	.50 per page within the United States
Fax International	\$2.00 per page
Scan paper to USB or Email	.05 per page
Hotspot	
Case Replacement Fee	\$20.00
Charger Cord Replacement Fee	\$5.00
Hotspot Device Replacement Fee	\$100.00
Laminated Instructions Replacement Fee	\$2.00
USB Wall Charger Replacement Fee	\$5.00

Public Works

	TO THE	
i	Stormwater Fees	
	Equivalent Stormwater Unit (ESU) Rate	\$25.52 \$32.16

Residential Property (Annually)	\$306.2 4 <u>\$385.92</u>
Commercial Property (Annually)	\$25.52\\$32.16 x property's impervious area (in square feet).
Sanitation Fees	
Annual Assessment per unit - single-family	\$382.39 <u>\$393.86</u>
Mobile home	\$382.39 <u>\$393.86</u>
Multi-family less than 5 units/bldg.	\$382.39 <u>\$393.86</u>
Multi-family more than 4 units/bldg.	\$0.00
Special Pickups	
Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Large vegetation piles greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Non-containerized household trash greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service".	\$30.00 <u>\$50.00</u>
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	\$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	\$110.00
Second offense	\$220.00
Third and subsequent offense	\$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	\$85.00
Commercial Property Assessment	
Commercial class – Low generator class	\$0.018
Medium generator class	\$0.066
High generator class	\$0.235
Non-generator class	\$0.018

The above schedule is applicable to annual assessment calculated on the	
basis of the Palm Beach County Solid Waste Authority (SWA) waste	
generation data/property/year.	
Agricultural Class	050.10
0 – 10 acres	\$59.13
11 – 99 acres	\$5.92/acre
100 + acres	\$591.25
Commercial dumpster collection & disposal rate chart	
1X 2X 3X 4X 5X	
.5CY N/A 72.5474.71 N/A N/A N/A N/A 2CY 145.08.149.41 290.16298.83 435.24448.24 580.32.597.65 725.40747.07 3CY 217.62.224.12 435.24.448.24 652.86672.36	
870.48896.48 1088.101120.60 4CY 290.16.298.83 580.32597.65 870.48896.48 1160.64.1195.31 1450.801494.13 6CY 435.24448.24 870.48896.48 1305.721344.72 1740.961792.96 2176.202241.20 8CY 580.32597.65 1160.641195.31 1740.961792.96	
2321.282390.61 2901.602988.27 The above schedule reflects the Town's current collection rate	\$13.93\$14.35 per cubic yard of container
Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	\$2.814 per cubic
Total collection and disposal rate equals	\$16.74\$17.24 per cubic yard
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:	\$42.00 per ton for disposal
134 lbs. per cubic yard X \$42.00 per ton / 2000 lbs. per ton equals	\$2.814 per cubic yard disposal fee
Special pickups – customer must call for special pickup	
Commercial dumpster special pickup rate chart	
$2CY \rightarrow \$55.86 \underbrace{557.54}$ $3CY \rightarrow \$69.79 \underbrace{\$71.88}$ $4CY \rightarrow \$83.72 \underbrace{\$86.23}$ $6CY \rightarrow \$111.58 \underbrace{\$114.93}$ $8CY \rightarrow \$139.44 \underbrace{\$143.62}$	
Assigned Dumpster	\$13.93\$14.35 per cubic yard contained capacity

(\$13.93\subseteq 1.35 collection rate + \$2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.	
In addition to the \$\frac{\$16.74\frac{\$}17.24}{17.24}\$ per cubic yard rate, there will be an additional	\$30,00
Commercial Dumpster Locking Device Installation	\$100.00
Other Fees	
Application for Traffic Calming Measures	\$50.00
Right-of-way Permit Application	\$50.00
Swale Planting Permit Application	\$100.00

Special Events Department

Town Events	
Food Vendors	\$50.00
Business Vendors	\$25.00
Arts & Craft Vendors	\$20.00
Non-Profits	\$0.00
Facility Rentals	
Mirror Ballroom	
Refundable Security Deposit	\$500.00
Resident Rate	\$100.00 per hour
Non-Resident Rate	\$130.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
Lake Shore Kelsey Park Indoor Pavilion	
Refundable Security Deposit	\$250.00
Resident Rate	\$90.00 per hour
Non-Resident Rate	\$120.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
Lake Shore Kelsey Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Lake Shore Kelsey - Park Playground Pavilion	
Refundable Security Deposit	\$100.00

Riunite Franks

Digitally signed by Riunite Franks DN: cn=Riunite Franks, o=Town of Lake Park, ou=Special Events Department, email==franks@lakeparkflorida.go v, c=US Date: 2024.07.30 17:49:06 -04'00'

Resident Rate	\$100.00
Non-Resident Rate	\$125.00
Lake ShoreKelsey Park North Pavilion or West Ilex Park Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$40.00
Non-Resident Rate	\$65.00
Blakely Commons Gazebo	
Refundable Security Deposit	\$200.00
Resident Rate	\$50.00 per hour
Non-Resident Rate	\$75.00 per hour
Lake Park Harbor Marina, Kelsey Park or Lake Shore Park	
Refundable Security Deposit	\$1,500.00
Resident Rate	\$500.00
Non-Resident Rate	\$600.00
Summer Camp	
Resident Rate	\$200.00 per session
Non-Resident Rate	\$250.00 per session
Extended Care	\$80.00 per session
Bert Bostrom Park	
Refundable Security Deposit	\$500.00
Field Rental Fee	\$10.00 per hour
Light Fee	\$20.00 per hour
Game Day Fee	\$200.00
Staff Fee	\$30.00 per hour
Recreation Programs	
Kids (ages 4-17)	\$50.00 per session
Adults (ages 18 and up)	\$50.00 per session
Instructor Fee	\$20.00 per hour

Town Clerk

Lien searches – includes code violations, open building permits, & Sanitation services	\$100.00 standard \$150.00 rush (within 24-hr.)
Public Records Request	\$0.15 per copy
	\$0.20 double sided
	copy

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez,
o=Town of Lake Park,
ou=Town Clerk,
email=vmendez@lakeparkf
lorida.gov, c=US
Date: 2024.07.30 10:05:52

August 2, 2023

Jan 1. 08/02/24

Taime Morales

Public Works

161

Exhibit "A" Master Fee Schedule



Community Development

Building Permit Fees The Permit Fee Schedule shall be based on total valuation as follows:		
No.	TYPE OF FEE	FEE
	Base Fee for Zoning Reviews Only (for example commercial	\$100
	paint permits, or landscape permits) and for Telecommunication	(State surcharge
	permit applications.	does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00	\$100.00 plus 2.0%
	\$1,000,000 and up	\$100.00 plus 1.00%
	ilding permit requires Engineering review, this will be assessed at a wn's Engineering contract, with a minimum one (1)-hour charge.	n additional fee per
	Inspection Fee	\$40.00
permit inspec	rmit applications will include required inspections in the permit fee related inspections; zoning certificate inspections; structural code of tions; fire damage inspections; courtesy inspections; and all other in vise listed are required, a \$40 inspection fee PER inspection will be	compliance respections not
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
	Additional Permit-Related Fees	
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related

Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.

Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract

Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).

PERMIT PENALTIES

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees

fees.		
	MOVING PERMIT FEES:	
	For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:	\$500.00
	CONTRACTOR REGISTRATION FEES:	\$2.00
	With Palm Beach County registration with a "W" designation	φ2.00
	All Other Contractors	\$10.00
	SIGN PERMIT FEES:	\$100.00
	Minimum Permit Fee up to \$ 3,000.00 in value	
	\$3,000.00 and up in value	\$200.00
	Window Signage (per store window frontage)	\$50.00
	DEVELOPMENT REVIEW FEE SCHEDULE	
1	Abandonment of rights of way	\$1,800.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$1,000.00
4	Comprehensive Plan text amendment	\$2,500.00
5	Comprehensive future land use map change, small and large	\$3,000.00
6	Development of Regional Impact	\$5,000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1,500.00
8	Development Pre-Application Meeting	\$200.00
9	Developer Agreements	\$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	\$2,000.00
	b. Modification of an approved Master Plan	\$1,000.00
	c. Per waiver request	\$250.00
11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	\$2,000.00
	b. Greater than 14,999 square feet (structure size)	\$4,000.00
	c. Per waiver request (if applicable)	\$250.00

12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,500.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,000.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$125.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	\$50.00
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	\$50.00
23	Special Event Permit (commercial/for-profit entity)	\$100.00
24	Minor Replat/Plat	\$500.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	\$200.00
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	\$100.00
30	Time Extension Application – Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Business Registration Application	\$50.00
32	Annual Out of Town/Mobile Vendor Fee	\$250.00
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental

Item 10.

- assessments, archeological or historic assessments, market studies, engineering studies or report telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Code Section	FINE FEES Violation Description An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.	Fine
10-31 and 10- 32	Nuisance	\$100.00
	Noise disturbance 1 st Offense	\$250.00
10-153 and 10-154	2 nd Offense (minimum of 30 minutes following the 1 st offense and within the same 24-hour period)	\$350.00
10-134	3 rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 rd offense and within the same 24-hour period after the 1 st Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-61 11-14	Domestic animals prohibited in park Dogs running at large prohibited - leash required	\$50.00
18-85	Violation of permit terms for use of park	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00
24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00
24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00
30-2	Prohibited parking	\$100.00
31-9	Blocking Parking Aisles in the Marina	\$100.00

30 -33	Commercial loading and unloading	\$250.00	
30 -35	Parking commercial vehicle in residential area	\$125.00	
32 -57	Illegal watering 1st offense	\$50.00	
32 -57	Illegal watering 2 nd offense	\$250.00	
32-57	Illegal watering 3 nd or more offense	\$500.00	
34-6	Hatracking; tree topping	\$250.00	
70-32	Sign code violation (Town-wide)	\$125.00	
2-320	No out of Town Business Registration	\$50.00	
70- 103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00	
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 violation	per

Finance

Dishonored Checks	\$25.00 Face Value up to \$50.00				
	\$30.00 Face Value \$50.01 - \$300.00				
	\$40.00 Face Value \$300.01 - \$800.00				
Or					
5% of Face Value if over \$800.00					
Service Fee structure in accordance with Florida State Statues 166.251 and 832.05					

Harbor Marina

Slip Leases DOCKAGE (calculated at Vessel Length Overall Length or Slip Length)	Fee	
Annual (12 month minimum – Rate/Month)	Per Foot	\$30.00
E Dock Special (Less than 30')	Per Month	\$600.00
35' Floating Dock	Per Foot	\$33.00
Charter Annual		\$34.50
Commercial (requires a minimum lease of 8 slips)	\$31.00
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31	\$33.00	
Winter Monthly – November 1 to April 30	\$40.50	
Transient (Rate/Day)		
Summer – May 1 to October 31	\$3.50/ft.	
Winter – November 1 to April 30	\$4.00/ft.	
Utilities – Lease (water/garbage/electric) mandato		
110/30amp (Extra Cord Add \$40)		\$115.00
220/50amp (Extra Cord Add \$80)		\$160.50
Utilities – Transient (water/garbage/electric) man		
110/30amp (per day per cord)	\$10.00	
220/50amp (per day per cord)	\$15.00	

Boat Ramp Fees	
Daily Boat Launch	\$10.00
Overnight Parking (Per Night)	\$37.00
Annual Pass	\$210.00
Semi-Annual Pass	\$105.00
Commercial Pass	\$500.00
Monthly Boat/Trailer Storage (Rate/Month)	
Boat/Trailer to 30'LOA No longer offer due to reduced parking	\$160.00/mo.
Boat/Trailer Greater than 30'LOA No longer offer due to reduced parking	\$185.00/mo.
Jet Ski single-No longer offer due to reduced parking	\$105.00/mo.
Jet Ski double No longer offer due to parking restrictions	\$160.00/mo.
Miscellaneous Fees	
Overnight Vehicle Parking (non-leaseholder)	\$13.00 per night
Monthly billing service (manual) We don't use this anymore	\$30.00/mo.
Lost Key Replacement	\$25.00
Pump out	\$5.00
Water Tank Fill	\$10.00
Water Tank Fill (50 gal plus)	\$15.00
Port Charge	\$20.00
Port Charge (50' LOA plus)	\$30.00
Port Charge Charter / Commercial – Any size	\$50.00

Library

Item	Fee
Library Cards initial library card at registration	No charge
Replacement card	\$3.00
Replacement of Barcode	\$1.00
Replacement of RFID Tag	\$1.00
Repairs & Replacement	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of labeling and other materials related to cataloging and bar code process
Replacement of volumes for multiple volume sets	Minimum \$20.00 per volume
Rebind or recover	\$10.00
Digital & Audio Media	

Replacement	At cost, \$20.00 minimum
Laptop Replacement:	At cost per laptop, same brand and model. Additional \$50 per laptop for cost of labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk
Repair to damage item	\$10.00
Refunds – No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	
Copies	.15 per black & white page .50 per color page
Print from device	.15 per black & white .50 per color page
Fax	.50 per page within the United States
Fax International	\$2.00 per page
Scan paper to USB or Email	.05 per page
Hotspot	
Case Replacement Fee	\$20.00
Charger Cord Replacement Fee	\$5.00
Hotspot Device Replacement Fee	\$100.00
Laminated Instructions Replacement Fee	\$2.00
USB Wall Charger Replacement Fee	\$5.00

Public Works

Stormwater Fees	
Equivalent Stormwater Unit (ESU) Rate	\$32.16
Residential Property (Annually)	\$385.92
Commercial Property (Annually)	\$32.16 x property's impervious area (in square feet).
Sanitation Fees	
Annual Assessment per unit – single-family	\$393.86
Mobile home	\$393.86

Multi-family less than 5 units/bldg.	\$393.86
Multi-family more than 4 units/bldg.	\$0.00
Special Pickups	
Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards	\$70.00
Large vegetation piles greater than twenty (20) cubic yards, per truck load	\$70.00, plus cost of disposal
Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards	\$70.00
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The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.	
Agricultural Class	
0 – 10 acres	\$59.13
11 – 99 acres	\$5.92/acre
100 + acres	\$591.25
Commercial dumpster collection & disposal rate chart	
1X 2X 3X 4X 5X	

.5CY	N/A	74.71	N/A	N/A	N/A	
2CY	149.41	298.83	448.24	597.65	747.07	
3CY	224.12	448.24	672.36 896.48	896.48	1120.60	
4CY 6CY	298.83 448.24	597.65 896.48	896.48 1344.72	1195.31 1792.96	1494.13 2241.20	
8CY	597.65	1195.31	1344.72	2390.61	2988.27	
						\$14.35 per cubic
The above s	chedule ref	flects the T	'own's curr	ent collection	on rate	yard of container
Plus, the Pal	lm Beach C	County Sol	id Waste A	uthority's (SWA) current	\$2.814 per cubic
year disposa		ocunty Sor	14 11 41515 11	(authority 5	S ((11) Cultolle	yard
-		_				\$17.24 per cubic
Total collect	tion and dis	sposal rate	equals			yard
The SWA co	alculates no	n_comnac	ted garbag	e and trach i	to weigh 134	\$42.00 per ton for
pounds per o		-		c and trasm	to weigh 134	disposal
	<u>, </u>					\$2.814 per cubic
134 lbs. per	cubic yard	X \$42.00	per ton / 20	000 lbs. per	ton equals	yard disposal fee
						J u
Consolation			a a 11 fa m a m a	مردادا ما دادیم		
Special pick	ups – cusic	omer must	can for spe	eciai pickup		
Commercial	dumpster	special pic	kup rate ch	art		
$2CY \rightarrow \$57$.54					
$3CY \rightarrow 71	.88					
$4CY \rightarrow 86	.23					
$6CY \rightarrow 11	4.93					
$8CY \rightarrow 14	3.62					
						\$14.35 per cubic
Assigned Du	umpster					yard container
	1					capacity
(\$14.35 coll	ection rate	+ \$2.814 (lisposal rat	e) above the	e regularly	
scheduled se	ervice amoi	unt calcula	ted on the	basis of SW	'A waste	
generation d	lata/propert	ty/year.				
In addition t	o the \$17.2	24 per cubi	c yard rate,	, there will l	be an additional	\$30.00
Commercial	Dumpster	Locking I	Device Insta	allation		\$100.00
	1	<u> </u>				· ·
Other Fees						
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Swale Planting Permit Application				\$100.00		

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Kelsey Park Indoor Pavilion	
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