



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, August 02, 2023 at 6:30 PM

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

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

- [1.](#) July 19, 2023 P3 Comprehensive Agreement Workshop Minutes

- [2.](#) July 19, 2023 Regular Commission Meeting Minutes
- [3.](#) Request for Authorization for the Town Manager to Encumber and Expend Budgeted Streets and Roads Funding and Accept a Proposal from The Paving Lady to Complete the 2023 Pavements Maintenance Work Plan.
- [4.](#) Resolution 49-08-23 Authorizing and Directing the Execution of a Modification to the Agreement between the Town of Lake Park and Palm Beach County to Remove Certain Conditions Associated with the Reimbursement “Request by Date” for the West Ilex Park Playground Equipment Replacement Project.
- [5.](#) Resolution 50-08-2023 1100 2nd Court - Approving Payment of Abatement Expenditures

BOARD MEMBER NOMINATION:

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- [6.](#) ORDINANCE NO.062023 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING A MORATORIUM PERTAINING TO APPLICATIONS FOR PERMITS TO CONSTRUCT OR REPAIR SEAWALLS; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED ONE YEAR TO ENABLE THE TOWN TO ADOPT ANY NEW OR REVISED REGULATIONS PERTAINING TO SEAWALLS; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS FOR PERMITS FOR SEAWALLS; PROVIDING FOR THE AREA WHICH IS SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

OLD BUSINESS:

NEW BUSINESS:

- [7.](#) Resolution 48-07-23 Authorizing the Mayor to Execute a Comprehensive Agreement between the Town of Lake Park and Forest Development Acquisitions, LLC for a Qualifying Project pursuant to Fla. Stat. § 255.065, known as the Lake Park Harbor Marina.
- [8.](#) Resolution 51-08-23 Adopting the Updated Master Fee Schedule

PUBLIC COMMENT:

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TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 16, 2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **August 2, 2023**

Agenda Item No.

Agenda Title: July 19, 2023 P3 Comprehensive Agreement Workshop Minutes

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

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

Laura Weidgans, Deputy Town Clerk
 Name/Title

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

Recommended Motion: I move to approve the July 19, 2023 P3 Comprehensive Agreement Workshop Minutes.



Lake Park Town Commission, Florida

Public Private Partnership (P3) Comprehensive Agreement Workshop

Wednesday, July 19, 2023 at 6:00 PM

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

Roger Michaud	—	Commissioner
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Bambi McKibbin-Turner	—	Assistant Town Manager/HR Director
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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CALL TO ORDER/ROLL CALL

6:04 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Led by Mr. Peter Baytarian

SPECIAL PRESENTATION/REPORT:

1. Presentation of the Projected Fees, Lease Payments, or Service Payments Which Constitutes Exhibit F to the Comprehensive Agreement for the Public-Private Partnership [P3] Development Project for the Lake Park Harbor Marina

Mr. Don Delaney explained the item (see Exhibit "A").

Commissioner Linden asked what happens at end of the 99 year lease. Mr. Delaney explained that ownership of the leased properties will go back to the Town.

Commissioner Linden requested confirmation that after 2033 when everything owed will have been paid, would there just be an income stream at that point. Mr. Delaney confirmed this to be true and also spoke about future revenues that will come from potential marina extensions. Mayor Michaud asked about P3 lease payments to begin in 2037. Mr. Delaney stated that the figure cited is merely a placeholder and the figure could change based on how many slips are obtained and what the revenues are. Commissioner Thomas asked who will be responsible for maintenance after 30 or 40 years. Mr. Delaney stated the P3 partner will be 100% responsible for maintenance and insurance.

Commissioner Thomas asked how the Town will know what improvements or changes are being implemented. Mr. Delaney stated that any changes will have to come through the Town for permitting.

PUBLIC COMMENT:

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None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

None

ADJOURNMENT:

Motion made to adjourn at 6:24 P.M. by Vice-Mayor Glas-Castro, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Taylor

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 2, 2023

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023

Exhibit A

EXHIBIT F (Projected Fees, Lease Payments, or Service Payments)

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage									Year 10		
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
P3 Assessment		\$ 1,200,000.00									
Marina Lease Payment*			\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
P3 Lease Payment											
Boat Storage Ad Valorum	0.0053474		\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41	\$ 101,608.89
Hotel Ad Valorum	0.0053474		\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,532.55	\$ 135,478.53
Marina Restaurant Ad Valorum	0.0053474		\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88	\$ 20,321.78
Marina Dock Expansion				\$ 25,500.00	\$ 51,000.00	\$ 51,510.00	\$ 52,025.10	\$ 52,545.35	\$ 53,070.80	\$ 53,601.51	\$ 54,137.53
Building Permits		\$ 765,000.00	\$ 56,250.00								
Additional State Sales Tax	TBD										
Mobility Fee	TBD										
New Lake Park Jobs	TBD										
Total Return per year		\$ 1,965,000.00	\$ 559,451.20	\$ 534,797.24	\$ 566,576.15	\$ 573,553.44	\$ 580,729.84	\$ 588,111.23	\$ 595,703.66	\$ 603,513.36	\$ 611,546.73

Permit Values		Marina Expansion Estimate		
Hotel Building Permit	\$ 45,000,000.00	Added Dock Space Slips	Ln Ft Avg.	
Boat Storage Building Permit	\$ 15,000,000.00		2026	50 25
Marina Restaurant Permit	\$ 3,000,000.00		2027	50 25
Total Permit Value	\$ 63,000,000.00		Total	100 25
Assessed Values		rate		\$17.00
Hotel Assessed	\$ 20,000,000.00	1% annual increase		
Boat Storage Building Assessed	\$ 15,000,000.00			
Marina Restaurant	\$ 3,000,000.00			
Total Assessed Value	\$ 38,000,000.00			

10 year PROI	20 Year PROI	30 Year PROI	40 Year PROI	50 Year PROI
\$ 7,178,982.85	\$ 11,473,603.52	\$ 16,895,219.29	\$ 24,030,204.46	\$ 33,451,994.58
60 Year PROI	70 Year PROI	80 Year PROI	90 Year PROI	99 Year PROI
\$ 45,929,583.97	\$ 62,494,608.35	\$ 84,531,480.28	\$ 113,898,503.57	\$ 148,641,695.19

6.26 2023


ZABIK
 AND ASSOCIATES, INC.

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 20									
2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 300,000.00									
			\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61
\$ 104,657.16	\$ 107,796.68	\$ 111,030.78	\$ 114,361.71	\$ 117,792.56	\$ 121,326.33	\$ 124,966.12	\$ 128,715.11	\$ 132,576.56	\$ 136,553.86
\$ 139,542.88	\$ 143,729.17	\$ 148,041.04	\$ 152,482.28	\$ 157,056.74	\$ 161,768.45	\$ 166,621.50	\$ 171,620.14	\$ 176,768.75	\$ 182,071.81
\$ 20,931.43	\$ 21,559.38	\$ 22,206.16	\$ 22,872.34	\$ 23,558.51	\$ 24,265.27	\$ 24,993.22	\$ 25,743.02	\$ 26,515.31	\$ 27,310.77
\$ 84,678.90	\$ 55,225.69	\$ 55,777.95	\$ 56,335.73	\$ 56,899.09	\$ 57,468.08	\$ 58,042.76	\$ 58,623.18	\$ 59,209.42	\$ 59,801.51
\$ 619,810.38	\$ 328,311.11	\$ 337,055.93	\$ 346,052.05	\$ 406,806.90	\$ 417,873.12	\$ 429,259.96	\$ 440,976.90	\$ 453,033.74	\$ 465,440.57

Lake Park P3 PROJ Hotel, Restaurant, Marina Boat Storage

Year 30

2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
\$ 61,493.69	\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69	\$ 75,629.49	\$ 77,898.37	\$ 80,235.32
\$ 140,650.47	\$ 144,869.99	\$ 149,216.09	\$ 153,692.57	\$ 158,303.35	\$ 163,052.45	\$ 167,944.02	\$ 172,982.34	\$ 178,171.81	\$ 183,516.97
\$ 187,533.97	\$ 193,159.98	\$ 198,954.78	\$ 204,923.43	\$ 211,071.13	\$ 217,403.26	\$ 223,925.36	\$ 230,643.12	\$ 237,562.42	\$ 244,689.29
\$ 28,130.09	\$ 28,974.00	\$ 29,843.22	\$ 30,738.51	\$ 31,660.67	\$ 32,610.49	\$ 33,588.80	\$ 34,596.47	\$ 35,634.36	\$ 36,703.39
\$ 60,399.53	\$ 61,003.52	\$ 61,613.56	\$ 62,229.69	\$ 62,851.99	\$ 63,480.51	\$ 64,115.31	\$ 64,756.47	\$ 65,404.03	\$ 66,058.07
\$ 478,207.75	\$ 491,346.00	\$ 504,866.30	\$ 518,780.02	\$ 533,098.83	\$ 547,834.75	\$ 563,000.19	\$ 578,607.89	\$ 594,670.99	\$ 611,203.04

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 40

2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
\$ 82,642.38	\$ 85,121.65	\$ 87,675.30	\$ 90,305.56	\$ 93,014.73	\$ 95,805.17	\$ 98,679.33	\$ 101,639.71	\$ 104,688.90	\$ 107,829.56
\$ 189,022.48	\$ 194,693.15	\$ 200,533.94	\$ 206,549.96	\$ 212,746.46	\$ 219,128.86	\$ 225,702.72	\$ 232,473.80	\$ 239,448.02	\$ 246,631.46
\$ 252,029.97	\$ 259,590.87	\$ 267,378.59	\$ 275,399.95	\$ 283,661.95	\$ 292,171.81	\$ 300,936.96	\$ 309,965.07	\$ 319,264.02	\$ 328,841.94
\$ 37,804.50	\$ 38,938.63	\$ 40,108.79	\$ 41,309.99	\$ 42,549.29	\$ 43,825.77	\$ 45,140.54	\$ 46,494.76	\$ 47,889.60	\$ 49,326.29
\$ 66,718.65	\$ 67,385.84	\$ 68,059.70	\$ 68,740.29	\$ 69,427.70	\$ 70,121.97	\$ 70,823.19	\$ 71,531.43	\$ 72,246.74	\$ 72,969.21
\$ 628,217.97	\$ 645,730.14	\$ 663,754.33	\$ 682,305.76	\$ 701,400.13	\$ 721,053.58	\$ 741,282.75	\$ 762,104.77	\$ 783,537.28	\$ 805,598.46

Lake Park P3 PROJ - Hotel, Restaurant, Marina Boat Storage

Year 50

2064	2065	2066	2067	2068	2069	2070	2071	2072	2073
\$ 111,064.45	\$ 114,396.38	\$ 117,828.28	\$ 121,363.12	\$ 125,004.02	\$ 128,754.14	\$ 132,616.76	\$ 136,595.26	\$ 140,693.12	\$ 144,913.92
\$ 254,030.40	\$ 261,651.31	\$ 269,500.85	\$ 277,585.88	\$ 285,913.45	\$ 294,490.86	\$ 303,325.58	\$ 312,425.35	\$ 321,798.11	\$ 331,452.06
\$ 338,707.20	\$ 348,868.42	\$ 359,334.47	\$ 370,114.50	\$ 381,217.94	\$ 392,654.48	\$ 404,434.11	\$ 416,567.14	\$ 429,064.15	\$ 441,936.07
\$ 50,806.08	\$ 52,930.26	\$ 53,900.17	\$ 55,517.18	\$ 57,182.69	\$ 58,898.17	\$ 60,665.12	\$ 62,485.07	\$ 64,359.62	\$ 66,290.41
\$ 73,698.90	\$ 74,435.89	\$ 75,180.25	\$ 75,932.05	\$ 76,691.37	\$ 77,458.28	\$ 78,232.87	\$ 79,015.20	\$ 79,805.35	\$ 80,603.40
\$ 628,307.03	\$ 651,862.27	\$ 675,744.02	\$ 690,512.73	\$ 706,009.47	\$ 722,255.93	\$ 739,274.44	\$ 757,088.02	\$ 775,720.35	\$ 795,195.86

Lake Park P3 PROJ: Hotel, Restaurant, Marina Boat Storage

Year 60

2074	2075	2076	2077	2078	2079	2080	2081	2082	2083
\$ 149,261.33	\$ 153,739.17	\$ 158,351.35	\$ 163,101.89	\$ 167,994.95	\$ 173,034.79	\$ 178,225.84	\$ 183,572.61	\$ 189,079.79	\$ 194,752.19
\$ 341,395.62	\$ 351,637.49	\$ 362,186.61	\$ 373,052.21	\$ 384,243.77	\$ 395,771.09	\$ 407,644.22	\$ 419,873.55	\$ 432,469.75	\$ 445,443.85
\$ 455,194.16	\$ 468,849.98	\$ 482,915.48	\$ 497,402.94	\$ 512,325.03	\$ 527,694.78	\$ 543,525.63	\$ 559,831.40	\$ 576,626.34	\$ 593,925.13
\$ 68,279.12	\$ 70,327.50	\$ 72,437.32	\$ 74,610.44	\$ 76,848.75	\$ 79,154.22	\$ 81,528.84	\$ 83,974.71	\$ 86,493.95	\$ 89,088.77
\$ 81,409.44	\$ 82,223.53	\$ 83,045.77	\$ 83,876.22	\$ 84,714.99	\$ 85,562.13	\$ 86,417.76	\$ 87,281.93	\$ 88,154.75	\$ 89,036.30
\$ 1,095,539.67	\$ 1,126,777.67	\$ 1,158,936.53	\$ 1,192,043.71	\$ 1,226,127.49	\$ 1,261,217.02	\$ 1,297,342.29	\$ 1,334,534.20	\$ 1,372,824.59	\$ 1,412,246.23

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 70

2084	2085	2086	2087	2088	2089	2090	2091	2092	2093
\$ 200,594.75	\$ 206,612.59	\$ 212,810.97	\$ 219,195.30	\$ 225,771.16	\$ 232,544.29	\$ 239,520.62	\$ 246,706.24	\$ 254,107.43	\$ 261,730.65
\$ 458,807.16	\$ 472,571.38	\$ 486,748.52	\$ 501,350.97	\$ 516,391.50	\$ 531,883.25	\$ 547,839.75	\$ 564,274.94	\$ 581,203.19	\$ 598,639.28
\$ 611,742.88	\$ 630,095.17	\$ 648,998.02	\$ 668,467.96	\$ 688,522.00	\$ 709,177.66	\$ 730,452.99	\$ 752,366.58	\$ 774,937.58	\$ 798,185.71
\$ 91,761.43	\$ 94,514.28	\$ 97,349.70	\$ 100,270.19	\$ 103,278.30	\$ 106,376.55	\$ 109,567.95	\$ 112,854.99	\$ 116,240.64	\$ 119,727.86
\$ 89,926.68	\$ 90,825.93	\$ 91,734.19	\$ 92,651.53	\$ 93,578.05	\$ 94,513.83	\$ 95,458.97	\$ 96,413.56	\$ 97,377.69	\$ 98,351.47
\$ 1,452,832.89	\$ 1,494,619.35	\$ 1,537,641.41	\$ 1,581,935.97	\$ 1,627,561.01	\$ 1,674,495.68	\$ 1,722,840.28	\$ 1,772,616.31	\$ 1,823,866.52	\$ 1,876,634.97

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 80									
2094	2095	2096	2097	2098	2099	2100	2101	2102	2103
\$ 269,582.57	\$ 277,670.05	\$ 286,000.15	\$ 294,580.16	\$ 303,417.56	\$ 312,520.09	\$ 321,895.69	\$ 331,552.56	\$ 341,499.14	\$ 351,744.11
\$ 616,598.46	\$ 635,096.41	\$ 654,149.31	\$ 673,773.78	\$ 693,987.00	\$ 714,806.61	\$ 736,250.81	\$ 758,338.33	\$ 781,088.48	\$ 804,521.14
\$ 822,131.28	\$ 846,795.22	\$ 872,199.07	\$ 898,365.05	\$ 925,316.00	\$ 953,075.48	\$ 981,667.74	\$ 1,011,117.77	\$ 1,041,451.31	\$ 1,072,694.85
\$ 123,319.69	\$ 127,019.28	\$ 130,829.86	\$ 134,754.76	\$ 138,797.40	\$ 142,961.32	\$ 147,250.16	\$ 151,667.67	\$ 156,217.70	\$ 160,904.23
\$ 99,334.98	\$ 100,328.33	\$ 101,331.62	\$ 102,344.93	\$ 103,368.38	\$ 104,402.05	\$ 105,446.09	\$ 106,500.55	\$ 107,565.55	\$ 108,641.21
\$ 1,930,966.99	\$ 1,986,909.30	\$ 2,044,510.01	\$ 2,103,818.68	\$ 2,164,886.34	\$ 2,227,765.56	\$ 2,292,510.49	\$ 2,359,176.88	\$ 2,427,822.17	\$ 2,498,505.53

Lake Park P3 PRO1 Hotel, Restaurant, Marina Boat Storage

Year 90

2104	2105	2106	2107	2108	2109	2110	2111	2112	2113
\$ 362,296.43	\$ 373,165.33	\$ 384,360.29	\$ 395,891.10	\$ 407,767.83	\$ 420,000.86	\$ 432,600.89	\$ 445,578.92	\$ 458,946.28	\$ 472,714.67
\$ 828,656.77	\$ 853,516.47	\$ 879,121.97	\$ 905,495.63	\$ 932,660.49	\$ 960,640.31	\$ 989,459.52	\$ 1,019,143.90	\$ 1,049,717.60	\$ 1,081,209.13
\$ 1,104,875.69	\$ 1,138,021.96	\$ 1,172,162.62	\$ 1,207,327.50	\$ 1,243,547.33	\$ 1,280,853.75	\$ 1,319,279.36	\$ 1,358,857.74	\$ 1,399,623.47	\$ 1,441,612.17
\$ 165,731.35	\$ 170,703.29	\$ 175,824.39	\$ 181,099.13	\$ 186,532.10	\$ 192,128.06	\$ 197,891.90	\$ 203,828.66	\$ 209,943.52	\$ 216,241.83
\$ 109,727.62	\$ 110,824.90	\$ 111,933.14	\$ 113,052.48	\$ 114,188.00	\$ 115,324.83	\$ 116,478.08	\$ 117,642.86	\$ 118,819.29	\$ 120,007.48
\$ 2,571,287.87	\$ 2,646,231.95	\$ 2,723,402.41	\$ 2,802,865.82	\$ 2,884,690.75	\$ 2,968,947.81	\$ 3,055,709.75	\$ 3,145,051.48	\$ 3,237,050.17	\$ 3,331,786.29

Lake Park P3 PROI: Hotel, Restaurant, Marina Boat Storage

Year 99									
2114	2115	2116	2117	2118	2119	2120	2121		Through 2021
									\$ 1,200,000.00
									\$ 3,000,000.00
\$ 486,896.11	\$ 501,503.00	\$ 516,548.09	\$ 532,044.53	\$ 548,005.86	\$ 564,446.04	\$ 581,379.42	\$ 598,820.80	\$ 616,785.43	\$ 19,509,633.01
\$ 1,113,643.41	\$ 1,147,054.77	\$ 1,181,466.41	\$ 1,216,910.40	\$ 1,253,417.71	\$ 1,291,020.25	\$ 1,329,750.85	\$ 1,369,643.38	\$ 1,410,732.68	\$ 45,761,455.37
\$ 1,484,860.54	\$ 1,529,406.36	\$ 1,575,288.55	\$ 1,622,547.20	\$ 1,671,223.62	\$ 1,721,360.33	\$ 1,773,001.14	\$ 1,826,191.17	\$ 1,880,976.91	\$ 61,015,273.82
\$ 222,729.08	\$ 229,410.95	\$ 236,293.28	\$ 243,362.08	\$ 250,683.54	\$ 258,204.05	\$ 265,950.17	\$ 273,928.68	\$ 282,146.54	\$ 9,152,291.07
\$ 121,207.56	\$ 122,419.63	\$ 123,643.83	\$ 124,880.27	\$ 126,129.07	\$ 127,390.36	\$ 128,664.26	\$ 129,950.91	\$ 131,250.42	\$ 8,181,791.92
									\$ 821,250.00
\$ 3,429,338.69	\$ 3,529,794.70	\$ 3,633,240.15	\$ 3,739,764.48	\$ 3,849,459.81	\$ 3,962,421.02	\$ 4,078,745.85	\$ 4,198,534.94	\$ 4,321,891.97	\$ 148,641,695.19

\$ 148,641,695.19



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

Agenda Item No.

Agenda Title: July 19, 2023 Regular Commission Meeting Minutes.

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

Approved by Town Manager Bambi McKibbon-Turner Date: _____

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2023.07.21 10:04:14 -04'00'

Laura Weidgans, Deputy Town Clerk

Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: Minutes Exhibits A & B Public 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.

Recommended Motion: I move to approve the July 19, 2023 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, July 19, 2023
Immediately Following the P3 Workshop
Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Commissioner
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Bambi McKibbon-Turner	—	Assistant Town Manager/HR Director
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CALL TO ORDER/ROLL CALL

6:24 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

The pledge was conducted during the previous meeting.

SPECIAL PRESENTATION/REPORT:

1. Proclamation Declaring the 12th Annual KidsFit Jamathon®

Mayor Michaud read the proclamation.

2. Proclamation Declaring August as Florida Water Professionals Month.

Mayor Michaud presented the proclamation to Mr. Torres, a representative of the Florida Water & Pollution Control Operators Association.

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.

James Sullivan 348 Flagler Blvd. stated that the railroad crossing does not have a sidewalk. He also wanted to address shoplifting laws in comparison to Bulgaria.

CONSENT AGENDA:

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

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

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

3. July 5, 2023 Regular Commission Meeting Minutes

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

The Commission disclosed the following Ex-Parte Communication.

Commissioner Linden had no Ex-parte Communication to disclose.

Commissioner Taylor had no Ex-parte Communication to disclose.

Commissioner Thomas had no Ex-parte Communication to disclose.

Vice-Mayor Glas-Castro had no Ex-parte Communication to disclose.

Mayor Michaud had no Ex-parte Communication to disclose.

Attorney Baird swore in all witnesses.

4. Resolution 47-07-23 Approving a Site Plan for a One-Story 7,926 Square Foot Restaurant to be Known as Texas Roadhouse, Generally Located at the Southeast Corner of Watertower Road and North Congress Avenue.

Town Planner Anders Viane presented the item (see Exhibit "A"). Commissioner Linden asked questions regarding the signage and if there has been any discussion about a sign that says "coming soon" due to residents that are reaching out to find out what is being built. Town Planner Viane stated that the developer is welcome to apply for such a sign. Commissioner Thomas suggested additional signage that can be seen from all directions. Town Planner Viane stated there is a desire for the signage to be equally attractive from various sides.

Ms. Emily Bernahl representing Texas Roadhouse explained the business concept and hours of operation. Ms. Linda Simms with Atwell Landscape Architecture explained that they have had conversations with South Florida Water Management District and The North Palm Beach Improvement District and are in the process of completing paperwork.

Motion made to approve Resolution 47-07-23 by Commissioner Linden.

Seconded by Commissioner Thomas.

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

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

5. **Ordinance 06-2023 Approving a Moratorium on the Acceptance of Seawall Repair and Reconstruction Permit Applications.**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING A MORATORIUM PERTAINING TO APPLICATIONS FOR PERMITS TO CONSTRUCT OR REPAIR SEAWALLS; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED ONE YEAR TO ENABLE THE TOWN TO ADOPT ANY NEW OR REVISED REGULATIONS PERTAINING TO SEAWALLS; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS FOR PERMITS FOR SEAWALLS; PROVIDING FOR THE AREA WHICH IS SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Nadia DiTommaso explained the item. Vice-Mayor Glas-Castro asked if the Lakeshore properties would be included in the moratorium. Community Development Director DiTommaso stated that it was specific to the Lakeshore properties.

Public Comment: Susan Rae asked questions regarding the Ordinance and why it came about. Mayor Michaud stated that she should direct her questions to staff in order to receive specific answers to her question.

Motion made to approve Ordinance 06-2023 by Commissioner Thomas.

Seconded by Vice-Mayor Glas-Castro.

Voting Yea: Mayor Michaud, Commissioner Taylor.

Voting Nay: Commissioner Linden.

Attorney Baird read the Ordinance by title only.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

None

NEW BUSINESS:

6. Operation Hope Summer Camp Requests

The item was pulled from the agenda. Special Events Director Franks explained that the event has been canceled.

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.

Ms. Ezsa Allen explained her foundation and the purpose of the Mental Health Youth Boxing Camp. Mr. Bermene Stiverne former WBC Heavyweight Champion spoke about his retirement and partnership with Ms. Allen to help keep kids out of trouble.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Attorney Baird thanked the Commission and the public for their condolences for him and his family. He was touched by the overwhelming outreach and felt that Lake Park leadership has compassion for their community.

Assistant Town Manager/Human Resources Director Bambi Turner read the prepared report to the Commission (see Exhibit "B").

Commissioner Linden had a great time this past weekend at Brooklyn Cupcake followed by the Summer Bash on Park Ave. Commissioner Thomas asked about the back to school supplies. Special Events

Director Riunite Franks stated she has about 710 backpacks filled with supplies. She also stated they are still in need of volunteers for the event. Vice-Mayor Glas-Castro congratulated Brooklyn Cupcake on their opening. Mayor Michaud has heard a lot of comments from residents regarding all of the great businesses opening in Lake Park. Commissioner Linden thanked the Vice-Mayor for reaching out to staff about fireworks.

ADJOURNMENT:

Motion to adjourn made by Commissioner Linden.

Seconded by Vice-Mayor Glas-Castro.

Voting Aye: All.

Meeting adjourned 7:24 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 2, 2023.

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023



Exhibit A

**TOWN LAKE OF PARK
TOWN COMMISSION
STAFF REPORT
MEETING DATE: July 19, 2023**

APPLICATION: Texas Roadhouse

SUMMARY OF APPLICANT'S REQUEST: On behalf of Congress Avenue Properties LTD ("Property Owner" and "Applicant"), Emily Bernahl of Bernahl Development Services ("Agent") is requesting site plan approval for a one-story, 7,926 SF Texas Roadhouse Restaurant. The proposed development is consistent with the Town of Lake Park's adopted regulations for the C-2 Business District.

The Subject Property is located south of Watertower Road and east of Congress Avenue in the Town of Lake Park as denoted in the location map. It is comprised of the following parcel, which totals 2.99 acres:

- Parcel 1 – PCN: 36434219260010010

Planning & Zoning Board Meeting – June 5, 2023 (Recommended Approval at a Vote of 3-0)

This application was brought before the Planning and Zoning Board on June 5 and received a recommendation of approval with the following conditions and comments:

(1) Re-review the landscape plans in relation to the photometric plans to ensure that vegetation at planting and at maturity will not pose any conflicts with the parking lot lighting.

To address this condition of approval, staff worked with the applicant to have their photometric consultant redesign their planting selection and make alterations based on these concerns. These modifications were then checked over by both the Town's landscape and photometric reviewers, who determined the changes to be in compliance with Town Codes, resolving this comment.

(2) Condition the operation of the loading space to ensure there are no drive-aisle conflicts; the P and Z Board had concerns about possible conflicts with the operation of the loading space and recommended it be conditioned to only operate outside regular business hours, which the applicant accepted. The applicant anticipates their deliveries outside regular restaurant business hours and accordingly condition 15. herein has been added to formalize this.

(3) Ensure that the proposed drainage system functions and has available capacity; this project received civil engineering approval for drainage, however there was a comment from the Town's consultant engineer pertaining to the system type, with the engineer recommending an exfiltration trench for its maintenance and cost-effectiveness. This has been added under condition 14.

Additionally on drainage, the P and Z Board had concerns regarding available stormwater retention capacity, so staff followed up with our civil engineering reviewer and posed the question about available system capacity. Civil Engineer Tara Bamber, in a 6/13/23 email, confirmed the proposed

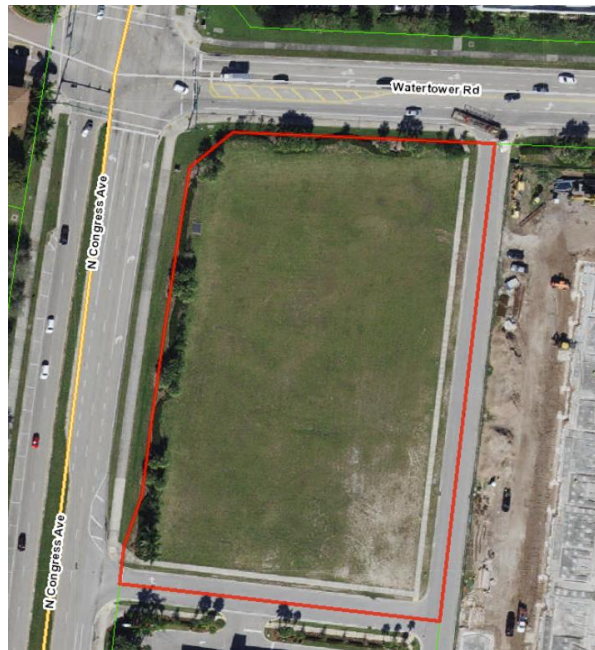
retention areas will hold the required ½” pre-treatment volume per South Florida Water Management District standards.

PW Stormwater also noted drainage is not in our jurisdiction here and approval is handled by the Northern Palm Beach County Improvement District (NPBCID). During the staff review phase, staff requested that the applicant secure a letter of approval from the NPBCID for the drainage concept and construction over their easement, which we are still waiting for as of this time. A condition of approval has been added under 8. requiring that this approval be provided prior to the issuance of a building permit.

BACKGROUND:

Owner & Applicant(s):	Congress Avenue Properties LTD
Agent and Consultant:	Emily Bernahls, Bernahls Development Services
Location:	280 N Congress Ave
Net Acreage (total):	2.99 acres
Legal Description:	See survey enclosed in packet.
Existing Zoning:	C-2
Future Land Use:	Commercial and Light Industrial

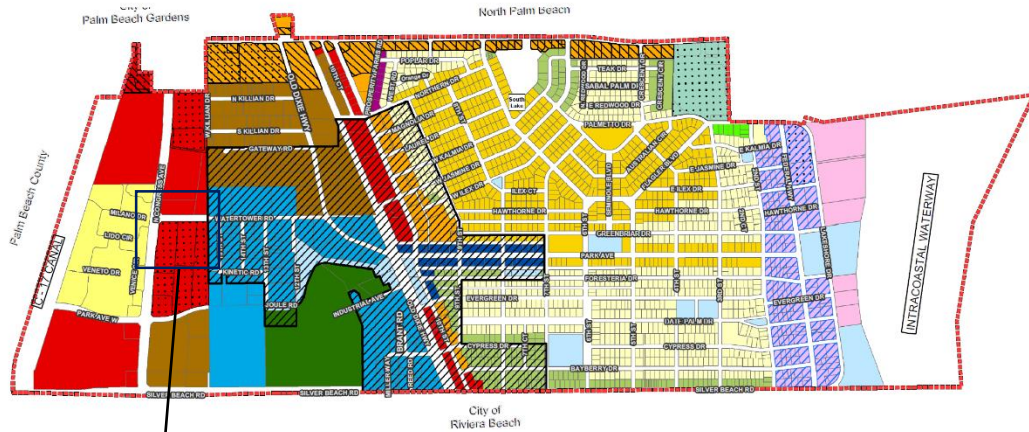
Figure 1: Aerial View of Site (image not to scale; for visual purposes only)



LAKE PARK ZONING MAP



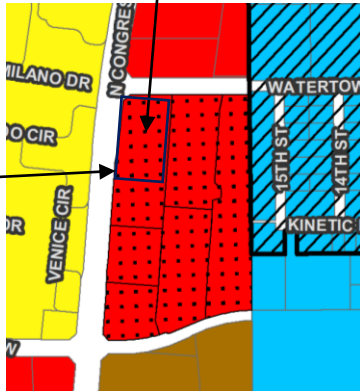
Lake Park Zoning Map



Legend

TOWN BOUNDARY	C1 BUSINESS DISTRICT	C4 BUSINESS DISTRICT	PADD PARK AVENUE DOWNTOWN DISTRICT	R2 MULTIPLE FAMILY RESIDENCE DISTRICT
Planned Unit Development Overlay	C1B NEIGHBORHOOD COMMERCIAL DISTRICT	CLIC CAMPUS LIGHT INDUSTRIAL & COMMERCIAL	R1 SINGLE FAMILY RESIDENCE DISTRICT	R2A MULTIPLE FAMILY RESIDENCE DISTRICT
NBOZ Overlay	C2 BUSINESS DISTRICT	CONSERVATION	R1A SINGLE FAMILY RESIDENCE DISTRICT	TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT
CRA Overlay	C3 BUSINESS DISTRICT	MU MIXED USE	R1AA RESIDENCE DISTRICT	
FHMUDO Federal Highway Mixed Use District Overlay		P PUBLIC DISTRICT	R1B TWO FAMILY RESIDENCE DISTRICT	

Subject
Site



Adjacent Zoning:

North: C-2 Business District

South: C-2 Business District

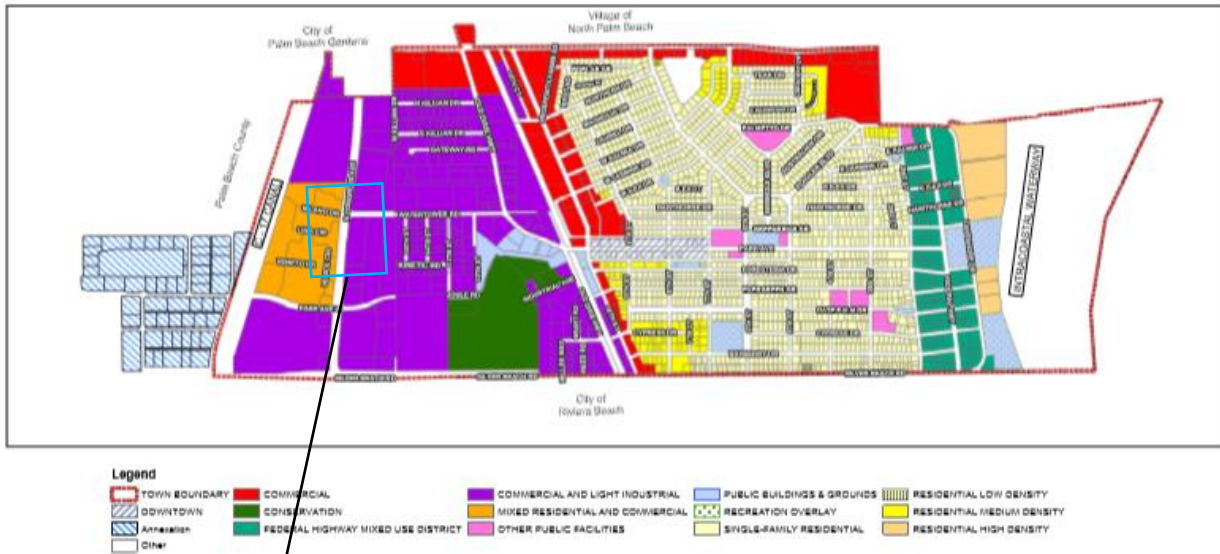
East: C-2 Business District

West: TND Traditional Neighborhood District

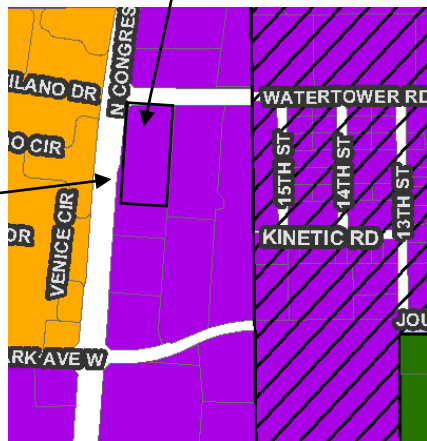
LAKE PARK FUTURE LAND USE MAP



Lake Park Future Land Use Map



Subject Site



Adjacent Existing Land Use

North: Commercial and Light Industrial
 South: Commercial and Light Industrial
 East: Commercial and Light Industrial
 West: Mixed Residential and Commercial

PART I: SITE PLAN APPLICATION

The site plan application for Texas Roadhouse has been reviewed by the Town's consulting Engineers, Landscape Architect, Palm Beach County Fire Rescue, Seacoast Utility Authority, Palm Beach County Sheriff's Office (PBSO) for Crime Prevention Through Environmental Design (CPTED), Lake Park Public Works Staff, the North Palm Beach County Improvement District and Lake Park Community Development Department Staff. Based on these reviews, the project substantially complies with our Land Development Regulations and Comprehensive Plan.

****This project has been noticed by certified mail to property owners within 300 feet on 5/26/23 and advertised in the Palm Beach Post on Friday 5/26/23 ****

SITE PLAN PROJECT DETAILS

Comprehensive Plan: The proposal is consistent with the goals, objectives and policies of the Town's Comprehensive Plan, including:

- ➔ **3.4.2 Objectives and Policies, Policy 1.5:** *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development and adopted Levels of Service (LOS) standards.*

This development project activates the last vacant parcel at the northernmost edge of the Congress Avenue Planned Unit Development, bringing in a new restaurant business and increasing public interest in the area while not producing any harmful impacts to neighboring districts and adopted Levels of Service.

- ➔ **Future Land Use (FLU) Classification System 3.4.3:** *Lands and structures devoted to light industrial uses with pollutants controlled on site, warehouses, commercial, wholesale establishments, and limited small scale commercial uses that are supportive of workers in the area such as convenience stores and restaurants and that can be carried on unobtrusively, with a maximum F.A.R. of 2.0.*

The current proposal is consistent with the definitional requirement for lands in the Commercial and Light Industrial FLU designation and consistent with the required Floor Area Ratio (FAR) by providing an FAR of 0.06.

- ➔ **Future Land Use Element, Policy 5.2:** *The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.*

The proposed development will redevelop a currently underutilized (vacant) parcel per the requirements of the Comprehensive Plan.

Zoning: The proposed project is consistent with the requirements of the C-2 Business District, including use, setbacks, building height, and building site area. The project also complies with the supplemental regulations of the general code, which will be further discussed as applicable in the sections below.

Architecture: The unique and charming neo-rustic architecture of this project was given special attention during this site plan review and is compliant with the Town's standards for nonresidential architectural design detailed under Chapter 78, Article XII. The proposal meets the standards set forth for building articulation, façade paint colors, material variation, and decorative features. Architectural features of interest will address all cardinal directions so that drivers traveling Watertower Road, North Congress Avenue, and the intersection of these roads will all be greeted by attractive and inviting facades. Furthermore, the project creates continuity with existing projects in the PUD by bringing in stone block motifs similar to those used on the Aldi, RaceTrac, AutoZone, and Culvers sites, making it the perfect cornerstone for the PUD in its aesthetic vernacular.

Building Site: The total impervious area for the project is 103,734 SF and the pervious area is 26,850 SF, or just over 20% of the total site. The development proposal consists of a one story 7,926 SF restaurant. This structure consists of a first floor dining area, kitchens, an outdoor patio/dining area, and a to-go pickup window.

Site Access and Roadways: This site has been designed with a high degree of roadway and pedestrian integration into the surrounding PUD and the immediate vicinity. Driveway entrances to the project are provided to the east (1 access point) and the south (2 access points) and connect to existing internal roads in the PUD; no new curb cuts are being proposed along public rights of way for this project and instead the project will utilize the previously-established PUD curb cuts on private property. Pedestrian access points have been provided to the east and south near the same driveways, as well as to the west, connecting to the sidewalk on N Congress Ave. These pedestrian access points connect directly to the building entrance by way of stamped textured concrete pathways across drive aisles in accordance with the standards of the architectural code.

Traffic Concurrency: The applicant has received TPS approval from Palm Beach County Traffic as of 6/16/23. Staff also had O'Rourke Engineering review the traffic report provided to Palm Beach County and O'Rourke Engineering approved the methodology of the report and stated they did not anticipate any negative impacts as a result of the proposal, which is in keeping with the uses anticipated in the PUD. The O'Rourke Traffic review approval is dated 5/11/23.

Landscaping: The proposed landscaping plans have been deemed code compliant by the Town's consulting Landscape Architect (JMorton) as of 5/11/23.

As noted in the introduction, following the Planning and Zoning Board meeting, minor changes were made to the landscape plan to ensure there are no conflicts with lighting at planting maturity. JMorton reviewed these changes and had no comments as of 6/20/23.

Photometrics: The photometric plans were reviewed and approved 12/13/22. Photometrics were reviewed again following the comment issued by the P and Z Board to review lighting and planting conflicts and approved 6/15/23.

Paving, Grading and Drainage: The Town's consulting Engineers reviewed and approved the civil plans for this proposal on 5/11/23 with one recommended condition of approval, which reads as follows:

"While the walled retention areas will be accepted, we recommend using exfiltration trench as the proposed drainage system, which will require less maintenance and will be cost effective.

Additional comments will be asked regarding the Stormwater Report during permit review."

This condition has been included in Part II of this report as condition 14.

The Town stormwater division also approved the proposed stormwater retention improvements, but noted that the site is technically under the jurisdiction of the North Palm Beach County Improvement District and therefore they cannot enforce standards. However, as noted, they were satisfied with the stormwater retention being proposed for the NPBCID's jurisdiction.

A letter of approval from the NPBCID was also requested and is pending as of the time of this staff report; standard condition 8, pertaining to permitting from relevant jurisdictions has been modified to make explicit reference to this NPBCID approval, which will be required prior to the issuance of a building permit.

North Palm Beach County Improvement District: A 25' drainage easement belonging to the North Palm Beach County Improvement District runs through the north of the site from east to west. According to the easement recording documents staff reviewed from the Official Records Book of the Clerk of the Court of Palm Beach County, this easement has certain encumbrances associated with development near and around it, which require approval from the NPBCID. As noted in the previous section, a letter of approval from the NPBCID will be required of the applicant prior to building permit issuance.

Parking and Loading: This project meets and exceeds the required parking based on the applicable parking code for a restaurant, which requires 12 spaces per 1,000 square feet. For the proposed 7,926 SF project, the site is only required to have 96 parking spaces by code but is choosing to provide a total of 165, inclusive of 6 ADA spaces. This comes as a result of Texas Roadhouse's operational model, which seeks to have parking sufficient to accommodate a maximum demand scenario.

A loading space in the required dimensions is being provided east of the building near the dumpster area; a condition pertaining to the operation of this loading area has been added under 15. per the recommendation of the P and Z Board.

The site will have a to-go take-out window on the east façade. This window will not be used for drive-thru orders and instead is intended only to serve customers who have ordered ahead. Pasted below is what the applicant provided us when we inquired into the operation of the pick-up window:

“It should be noted that this drive-up concept is unlike a traditional drive through. There is no menu board so customers can not order on site. Additionally, orders can not be paid for at the window, they only accept payment and placement of order via their mobile app. The store can control the number of orders received on any given day. If they are busier attending to the patrons dining in-store, they will shut down the online orders to focus on the customers dining in. The intent of this concept is to pick up and go and their customers do not wait in line for their orders. They are directed to designated to go order parking stalls to wait. The stacking for this concept is roughly two cars, if any.”

Signage: Texas Roadhouse has submitted a master signage plan as part of their site plan proposal. In reviewing the application, staff also conducted a preliminary review of the proposed signage conditions on the site. The applicant proposes two monument signs, one along N Congress Avenue and one along Watertower Road, in addition to several wall and parking lot direction signs. Based on staff’s preliminary review, we found the signage to comply with the regulations of the Town Sign code; an additional review of the proposed signage will be conducted again during the building permit review as part of the signage permitting process, which is standard procedure. Signage will be subject to permit review and approval pursuant to the Codes in place when permits are applied for and reviewed

Water/Sewer: Seacoast Utility Authority reviewed these plans for compliance with their best practices and provided final approval on 5/4/23.

Fire: PBC Fire Rescue reviewed the site plan and found it to be in compliance with PBC Fire Rescue best practices on 5/5/23. An additional round of fire review will be conducted during the building permit phase, which is standard procedure.

PBSO: The Crime Prevention Through Environmental Design (CPTED) review was performed by D/S Adam Pozsonyi at the Palm Beach County Sheriff’s Office and the proposal was found to be compliant with best-practice principles for CPTED on 4/12/23. A high-definition security camera surveillance condition of approval is being recommended, which is a standard condition of approval.

PART II: STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Site Plan for a Texas Roadhouse restaurant with the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans and the title sheet shall be updated to reflect the following list of plans and their sign and seal dates:

Name	Sheet	Revision Date	Received on
GENERAL			
Land Title Survey	1 of 2	10.7.22	6.14.23
Land Title Survey	2 of 2	10.7.22	6.14.23
Architecture			
Building Elevations	A1	5.22.23	6.14.23
First Floor Plan	A1.1	5.22.23	6.14.23
Building Elevations	A2	5.22.23	6.14.23
Material Board	A3	1.27.23	6.14.23
Dumpster Detail	A1.15	9.19.22	6.14.23
Civil			
Cover Sheet	C000	5.23.23	6.14.23
General Notes	C100	5.23.23	6.14.23
Site Plan	C200	5.23.23	6.14.23
Site Plan	C210	5.23.23	6.14.23
Grading Plan	C300	5.23.23	6.14.23
Utility Plan	C400	5.23.23	6.14.23
Photometric Plan	C410	5.23.23	6.14.23
Photometric Details	C420	5.23.23	6.14.23
SWPPP Phase 1	C500	5.23.23	6.14.23
SWPP Phase 2	C510	5.23.23	6.14.23
SWPPP Notes	C520	5.23.23	6.14.23
Storm Profiles	C630	5.23.23	6.14.23
Construction Details	C700	5.23.23	6.14.23
Construction Details	C701	5.23.23	6.14.23
Construction Details	C702	5.23.23	6.14.23
Construction Details	C703	5.23.23	6.14.23
Construction Details	C704	5.23.23	6.14.23
Construction Details	C705	5.23.23	6.14.23
Erosion Control Details	C800	5.23.23	6.14.23
IRRIGATION			
Irrigation Plan	I100	5.2.23	6.14.23

Irrigation Details	I200	5.2.23	6.14.23
LANDSCAPE			
Landscape Plan	L100	5.23.23	6.14.23
Landscape Details	L200	5.23.23	6.14.23
Landscape Elevations	L300	5.23.23	6.14.23
Landscape Elevations	L301	5.23.23	6.14.23

2. Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Community Development Director (the Director).
3. Any proposed disruption to neighboring street access, surrounding parking areas, or the normal flow of traffic within the rights of way of Watertower Road, N Congress Avenue, or any other right-of-way during the construction of the Site shall be subject to the review and approval of the Director of the Community Development Department (the Director) and any of the agencies responsible for maintaining these roadways. Should any disruption to the normal flow of traffic occur during construction of the Project without prior authorization, upon written notice from the Director, all construction shall cease until the Director has provided the Owner with a written notice to proceed.
4. All landscaping shown on the approved Site Plan and the Landscaping Plan shall be continuously maintained from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
5. The Owner shall ensure that all contractors use best management practices to reduce airborne dust and particulates during the construction of the Site.
6. All onsite dumpsters and dumpster screening shall be kept closed at all times. Owner is not responsible for waste haulers leaving doors open temporarily on pick-up day. All required dumpsters shall be acquired from the approved franchise supplier for the Town.
7. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations for the Project are in accordance with the approved Site Plan (and any minor modifications that are approved through permitting) and the Landscaping Plan or are deemed to be equivalent by the Town's consulting landscape architect.
8. Prior to the issuance of any construction permits, the Applicant shall submit copies of all permits that are required by other agencies and have been obtained from those agencies, including but not limited to the Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water

Management District, Northern Palm Beach County Improvement District, and the State of Florida Department of Environmental Protection.

9. Any revisions to any approved plans associated with the Project, shall be submitted to the Department of Community Development (Department), and shall be subject to its review and approval. The Department shall determine whether or not the changes are material enough to require further review by the Town Commission.
10. During the building permit phase, signage permitting (window, wall, freestanding, or other) for the Project shall be submitted through the Town's permitting process with a master sign plan that ensures signage consistency in design and color scheme of the signs to be located on the Site. A sign package illustrating all signs and their colors shall be submitted to the Department through the regular signage permitting process and shall be subject to its review and approval prior to their placement on the Site. Signage will be subject to permit review and approval pursuant to the Codes in place when permits are applied for and reviewed.
11. Within 18 months of the effective date of this Resolution, the Owner shall initiate bona fide development and shall continue with the development of the Site through completion. Failure to do so shall render the Development Order null and void. Once initiated, the development of the Site shall be completed within 18 months.
12. Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall install High-definition surveillance cameras, which capture clear facial features throughout the parking areas of the Project and along the exterior façades of the buildings on the Site. The location of the camera(s) shall be subject to the review and approval of the Department and PBSO.
13. **Cost Recovery.** All professional consulting fees and costs, including legal fees incurred by the Town in reviewing the Application and in the preparation of this Resolution billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
14. While the walled retention areas will be accepted, it is recommended the owner install an exfiltration trench as a component of the drainage system. Additional comments pertaining to this design may be asked regarding the Stormwater Report during permit review.
15. Deliveries to the restaurant shall be made only when the restaurant is not open for business and then no later than an hour before the restaurant is open to the public.



TOWN MANAGER COMMENTS

Item 2.

TOWN COMMISSION MEETING Wednesday, July 19, 2023

Exhibit B

COMMUNITY DEVELOPMENT

- (1) Brooklyn Cupcake at 796 10th Street is NOW OPEN. Their soft opening was held on July 15. They anticipate their grand opening to be sometime in September. Their website is www.brooklyncupcake.com, under the FLORIDA tab for the Lake Park location.
- (2) The Oceana project at 1301 10th Street is moving forward. Demolition is complete and the master construction permit is in the review process. They are moving forward according to schedule.
- (3) Staff is still working on the food truck/mobile vendor Ordinance and will bring this forward to the Commission likely in late August at the earliest.
- (4) Staff is working through the research for gravel driveways in residential areas and placed their enforcement on hold per the Commission's direction. It is anticipated that an additional agenda item will be placed on an August agenda so that some additional information can be presented for discussion and added direction can be provided for the required next steps.
- (5) Staff has been reviewing some bulk trash concerns throughout the Town. In an effort to create a strategy that deals with bulk trash that is improperly placed at street side in front of multi-family buildings having more than 4 units, Staff will be scheduling a stakeholder meeting with these property owners to brainstorm options given their individuals circumstances. August 31 at 6pm here at Town Hall is a possible date for a stakeholder meeting. While this will not be an official meeting of the Town Commission, but more of a stakeholder meeting, the Town Commission is of course invited. If the Commission would like to attend and August 31 is not a suitable date, please advise the Town Manager no later than July 31.
- (6) 754 Park Avenue has, under its new ownership, submitted a building permit application to move forward with façade/exterior improvements and an interior shell so that the property can further be marketed to end users. While the initial permit application was deficient as it relates to all the required plans for review, Staff is working closely with the contractor to move this forward as quickly as possible so that the unfinished construction on Park Avenue can get completed, at least on the outside.
- (7) All of our newer office/warehouse buildings are getting completed and many have already received Certificates of Occupancy and Completion. The Community Development Department is always available to provide project details.

HUMAN RESOURCES

Job Openings:

The Town is currently advertising to fill the following positions:

- Dock Attendant – Pay range \$15.90 to \$24.65 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Irrigation Technician – Pay range \$17.01 to \$26.37 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Irrigation Truck Operator I – Pay range \$15.90 to \$24.65 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Sanitation Truck Operator II – Pay range \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Senior Accountant – Salary range \$49,638.40 to \$76,939.52 per year. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Stormwater Technician -- Pay range: \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 24, 2023**
- Sanitation Truck Operator Trainee – Pay range \$14.86 to \$23.04 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 27, 2023**
- Code Compliance Officer – Pay range \$ \$19.48 to \$30.19 per hour. Deadline for receipt of applications is 5:00 p.m. on **July 28, 2023**

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

PUBLIC WORKS

Restoration work for the exterior balconies surrounding the Town Hall building will begin on **Monday, July 24, 2023**, and will be completed by September 1, 2023, weather permitting. During construction, full access will be maintained to the facility; however, Town staff and visitors may experience periods of concrete cutting/chipping noise. For questions about this project, please contact the Public Works Department at (561) 881-3345 or publicworks@lakeparkflorida.gov.

SPECIAL EVENTS

Sunset Celebration

The Sunset Celebration will be held on **Friday, July 28** from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. This month's event will feature live entertainment from Bryce Allyn Band! There will be a full bar, happy hour prices, and a variety of food and craft vendors. For more information, contact the Special Events Department at 561-840-0160.

Back 2 School Extravaganza

The Town of Lake Park will host its annual Back 2 School Extravaganza on **Saturday, July 29** from 10:00 a.m. to 1:00 p.m. at Town Hall. The event will also feature the Centennial Chili Cook-off. If you would like to make a monetary donation, provide backpacks & school supplies, become a vendor or event volunteer please contact the Special Events Department at 561-840-0160.

SUNSET CELEBRATION

Item 2.

FREE MUSIC CONCERT

FEATURING

EAB BRYCE ALYN BAND



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

FRIDAY, JULY 28

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403

NO OUTSIDE FOOD OR DRINKS

FOR MORE INFORMATION

CALL 561-840-0160 OR EMAIL

SPECIALEVENTS@LAKEPARKFLORIDA.GOV



TOWN OF LAKE PARK

Item 2.

BACK 2 SCHOOL EXTRAVAGANZA



FREE BACKPACKS, SCHOOL SUPPLIES &
RESOURCES FOR STUDENTS GRADES K-12
PARENT & STUDENT MUST BE PRESENT

SATURDAY, JULY 29
10:00AM – 1:00PM
TOWN HALL
535 PARK AVENUE
LAKE PARK, FL 33403

ACADEMIC & TECHNICAL PROGRAM
INFORMATION FOR COLLEGE STUDENTS

FOR VENDOR, DONATION, SPONSORSHIP &
VOLUNTEER INFORMATION PLEASE CONTACT THE
SPECIAL EVENTS DEPARTMENT AT 561-840-0160
OR SPECIALEVENTS@LAKEPARKFLORIDA.GOV
WWW.LAKEPARKFLORIDA.GOV

TOWN OF LAKE PARK CENTENNIAL



**JOIN US SATURDAY, JULY 29 FROM 10:00 AM TO 1:00 PM
AT TOWN HALL (535 PARK AVENUE, LAKE PARK, FL 33403)
AS WE CROWN THE CENTENNIAL CHILI COOK-OFF CHAMPION.
PARTICIPANTS WILL INCLUDE FORMER & CURRENT TOWN OF LAKE
PARK MAYORS & COMMISSIONERS AND MEMBERS OF THE
CENTENNIAL CELEBRATION COMMITTEE. CHILI SAMPLES WILL BE
FREE FOR ATTENDEES. THE EVENT WILL TAKE PLACE DURING THE
TOWN'S ANNUAL BACK 2 SCHOOL EXTRAVAGANZA. FOR MORE
INFORMATION PLEASE CALL 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV.**



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Item 2.

MEETING DATE: 07/19/2023

Cards must be submitted before the item is discussed!!

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

Name: JAMES SULLIVAN

Address: 348 FLAGLER BLVD

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

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

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

LAKE PARK STARTING TO GET A
BAD NAME IN RETAIL BUSINESS
COMMUNITY

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

MEETING DATE: 07/19/2023

Cards must be submitted before the item is discussed!!

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

Name: JAMES SULLIVAN

Address: 348 FLAGLER BLVD

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

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

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

NEEDED 25 FT. SIDEWALK TO
COMPLETE SIDEWALK ALL
THE WAY TO CONGRESS

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

MEETING DATE: 7/19/23

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

Name: Ezsa + Bermane

Address: _____

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

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

Mental Health Youth Boxing Camp

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



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 7/19/23

Cards must be submitted before the item is discussed!!

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

Name: SUSAN RAY

Address: _____

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

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

#5 Ordinance 06-2023 (Approving a Moratorium on the acceptance of seawall repair and Reconstruction Permit Applications) written by Mayor Michael.

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 Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

Originating Department: Public Works

Agenda Title: Request for Authorization for the Town Manager to Encumber and Expend Budgeted Streets and Roads Funding and Accept a Proposal from The Paving Lady to Complete the 2023 Pavements Maintenance Work Plan.

Approved by Town Manager: Bambi McKibbon-Turner **Date:** 2023.07.18 09:12:38 -04'00'

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Public Works, email=btturner@lakeparkflorida.gov, c=US
Date: 2023.07.18 09:12:38 -04'00'

Cost of Item: \$255,264.12 **Funding Source:** PBC Discretionary Surtax Fund

Account Number: 301-63100 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.07.17 17:21:08 -04'00'

Advertised: N/A

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

Attachments:

1. Agenda Request Form (ARF)
2. Proposal Submitted by the Paving Lady
3. Project Map (FY23)
4. Agreement between Town of Lake Park and the Paving Lady
5. Report from the 2022 Pavements Condition Study

Please initial one:

Yes, I have notified everyone

MP

Not applicable in this case

Background:

The Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure for roads owned and maintained by the Town and has previously determined that it requires a contractor to provide pavements management, restoration, and preservation services.

On March 16, 2022, the Town Commission authorized a cooperative purchase contract between

the Town and pavements management consultant, Pavement Management Group, (PMG or Consultant). Additionally, the Town Commission approved a proposal for PMG to conduct a comprehensive study of Town-owned/maintained pavements, develop a Five-Year Pavements Improvement Work Plan, and provide the Department of Public Works with pavements management services on a recurring basis.

From May and June 2022, PMG conducted a detailed inventory of all Town-owned/maintained pavements (Phase I) for the purpose of determining and documenting their condition. PMG also established a data-driven, pavements management system to guide day-to-day street maintenance operations as well as future, road-improving capital investments.

Furthermore, during an August 3, 2022, meeting of the Town Commission, PMG presented the findings from the Pavements Condition Study (**Attachment 5**) and demonstrated the Pavements Management System, which is available on the Town's website. Additionally, data related to Town-owned/maintained pavements is updated regularly, based on completed roadway Capital Improvement Projects.

Subsequently, Town Staff worked with PMG to complete Phase II of the project, which consisted of a performing comprehensive, data-driven analysis of the pavement's conditions determined during the Phase I and developing recommendations, based on financial analysis, available budget and funding opportunities, on which pavements sections should be restored, how, and when. Such a strategic, needs-based approach will help maximize current funding, extend network service life, optimize network conditions, and help prioritize work, all while maintaining transparency with constituents.

During its February 1, 2023, meeting of the Town Commission, PMG's CEO, James Golden, presented the proposed Five-Year Pavements Improvement Plan and discuss the methodology, science, and mathematics utilized in the development of the plan. An interactive and immersive report can also be accessed at:

<https://storymaps.arcgis.com/stories/6f8a012e133947f298527be5db18d9db>

Following said presentation, a Report and web application associated with the Five-Year Pavements Improvement Plan was also published on the Town's Website.

The 2023 Pavements Maintenance Work List

To help facilitate implementation of the annual pavements maintenance work plan, Town Staff previously identified a flexible contract that was publicly and competitively solicited by the City of Aventura, Florida, and awarded to Janice M. Riley, Inc., d/b/a The Paving Lady (Contractor) (**Attachment 4**), to provide the City with maintenance and repair services for its streets, roads, and facilities.

The agreement, which includes an array of related services, was awarded by the City of Aventura to the lowest responsive and responsible bidder, Contractor, with an effective date of September 13, 2022, for a duration of one (1) year.

Subsequently, on July 5, 2023, the Lake Park Town Commission approved Resolution 45-07-23, thus entering into a cooperative purchase agreement with the Contractor, under the same advantageous pricing, terms and conditions found within the City of Aventura Agreement.

This agenda item is seeking approval to encumber/expend **\$255,264.12** of budgeted road improvement—pavements maintenance funding to complete the work listed in the table below, per the findings and recommendations from the Pavements Conditions Study:

Note1: The table's far-left column contains a linked video for each road section.

Note 2: Some road sections rated in Poor Condition (I.e., 10th Street, from Evergreen Dr to Foresteria Dr (Very Poor) have been excluded from consideration since they will be addressed as part of current, grant-funded, drainage improvement projects.

VIDEO LINK	ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA	PCI	CONDITION
BAYBERRY DR_01	BAYBERRY DR	10TH ST	8TH ST	656	22	14,436	48	POOR
W JASMINE DR_03	W JASMINE DR	ILEX DR W	9TH ST	427	22	9,383	52	FAIR
W JASMINE DR_04	W JASMINE DR	9TH ST	8TH ST	656	22	14,436	53	FAIR
W JASMINE DR_02	W JASMINE DR	10TH ST	ILEX DR W	262	22	5,774	55	FAIR
GATEWAY RD_01	GATEWAY RD	CUL-DE-SAC W	OLD DIXIE HWY	1,312	25	32,808	62	FAIR
N KILLIAN DR_01	N KILLIAN DR	KILLIAN DR S	OLD DIXIE HWY	1,312	24	31,496	62	FAIR
S KILLIAN DR_01	S KILLIAN DR	KILLIAN DR W	OLD DIXIE HWY	1,476	24	35,433	67	FAIR

The above listed road sections add up to **1.16 miles center miles** of Town roads and have an average pavement condition index (PCI) of **57 (Fair)**.

Finally, following approval of this work authorization, Town Staff will conduct appropriate public outreach and notifications at least thirty (30) days prior to any contractor mobilization.

The Town Manager recommends approval.

Recommended Motion:

I move to authorize the Town Manager to proceed with encumbering and expending **\$255,264.12** in Streets and Roads Funding and approving a proposal from The Paving Lady to complete the proposed FY 2023 Pavements Maintenance Work Plan.



Boynton Beach FL 33426
Office: 561-572-2600
Fax: 561-572-2601

June 16 2023

Attention:
Roberto Travieso
City of Lake Park
Public Works Director
640 Old Dixie Hwy
Lake Park, FL 33403

Project: Multiple City Roads Mill and Pave

Pricing as per Unit Price Contract below. For breakdown of cost please see attached worksheet.

ROADS INCLUDED	PRICING
Bayberry Dr 8th - 10th	\$31,646.16
Gateway Road	\$73,992.15
N Killian Dr S	\$49,648.03
S Killian Dr S	\$53,450.39
W Jasmine Dr	\$46,527.39
TOTAL:	\$255,264.12

***Pricing is based on all roads accepted and performed under same mobilization. Any reduction in scope is subject to a change unit pricing

OPTIONAL ROADS	PRICING
Newman -Reed -Miller 1-3	\$106,099.23

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of: **\$255,264.12 (Two hundred fifty-five thousand, two hundred sixty-four dollars and twelve cents)**

OPTIONAL PRICING: For NEWMAN REED MLLER 1-3 please add \$106,099.23

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Print Name: _____

Title: _____

All material is guaranteed to be as specified. There shall be a one year guarantee against peeling or flaking of sealcoat material, except that as applied on cracks and oil stains All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving



June 16 2023

Boynton Beach FL 33426
Office: 561-572-2600
Fax: 561-572-2601

extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

X Mauro Comuzzi – President

Date: _____

**LAKE PARK MULTIPLE ROADS
BREAKDOWN**

Item 3.

Bayberry Dr 8th-10th

	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$ 8,710.27	\$ 4,127.76	4
MOT Type III	25	EA	\$ 34.00	\$ 850.00	11
MOT Type II	20	SF	\$ 35.00	\$ 700.00	10
Mill	1603	SY	\$ 2.80	\$ 4,488.40	42
1.5" SP 9.5	126	Ton	\$ 160.00	\$ 20,160.00	35
24" Thermoplastic	48	LF	\$ 7.50	\$ 360.00	157
6" Yellow Thermo	400	LF	\$ 1.90	\$ 760.00	153
RPMS	20	EA	\$ 10.00	\$ 200.00	171
TOTAL				\$ 31,646.16	

Gateway Rd

	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$9,651.15	\$9,651.15	4
MOT Type III	34	EA	\$25.00	\$850.00	11
MOT Type II	35	SF	\$20.00	\$700.00	10
Mill	3644	SY	\$2.80	\$14,576.00	43
1.5" SP 9.5	287	Ton	\$160.00	\$47,355.00	36
24" Thermoplastic	24	LF	\$7.50	\$180.00	157
12" Yellow Thermo	120	LF	\$4.00	\$480.00	155
RPMS	20	EA	\$10.00	\$200.00	171
TOTAL				\$73,992.15	

N Killian DR S

	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$ 6,475.83	\$ 6,475.83	4
MOT Type III	40	EA	\$ 34.00	\$ 1,360.00	11
MOT Type II	45	SF	\$ 35.00	\$ 1,575.00	10
Mill 1.5"	3499	SY	\$ 2.80	\$ 9,797.20	44
1.5" SP 9.5	183	Ton	\$ 160.00	\$ 29,280.00	37
24" Thermoplastic	96	LF	\$ 7.50	\$ 720.00	157
12"White Thermo	110	LF	\$ 4.00	\$ 440.00	155
TOTAL				\$ 49,648.03	

**LAKE PARK MULTIPLE ROADS
BREAKDOWN**

Item 3.

S Killian DR S

	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$ 6,971.79	\$ 6,971.79	4
MOT Type III	40	EA	\$ 34.00	\$ 1,360.00	11
MOT Type II	45	SF	\$ 35.00	\$ 1,575.00	10
Mill 1.5"	3937	SY	\$ 2.80	\$ 11,023.60	44
1.5" SP 9.5	196	Ton	\$ 160.00	\$ 31,360.00	37
24" Thermoplastic	96	LF	\$ 7.50	\$ 720.00	157
12"White Thermo	110	LF	\$ 4.00	\$ 440.00	155
TOTAL				\$ 53,450.39	

W Jasmine Dr

	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$ 6,068.79	\$ 6,068.79	4
MOT Type III	40	EA	\$ 34.00	\$ 1,360.00	11
MOT Type II	45	SF	\$ 35.00	\$ 1,575.00	10
Mill 1.5"	3287	SY	\$ 2.80	\$ 9,203.60	44
1.5" SP 9.5	172	Ton	\$ 160.00	\$ 27,520.00	37
24" Thermoplastic	48	LF	\$ 7.50	\$ 360.00	157
12"Yellow Thermo	110	LF	\$ 4.00	\$ 440.00	155
TOTAL				\$ 46,527.39	

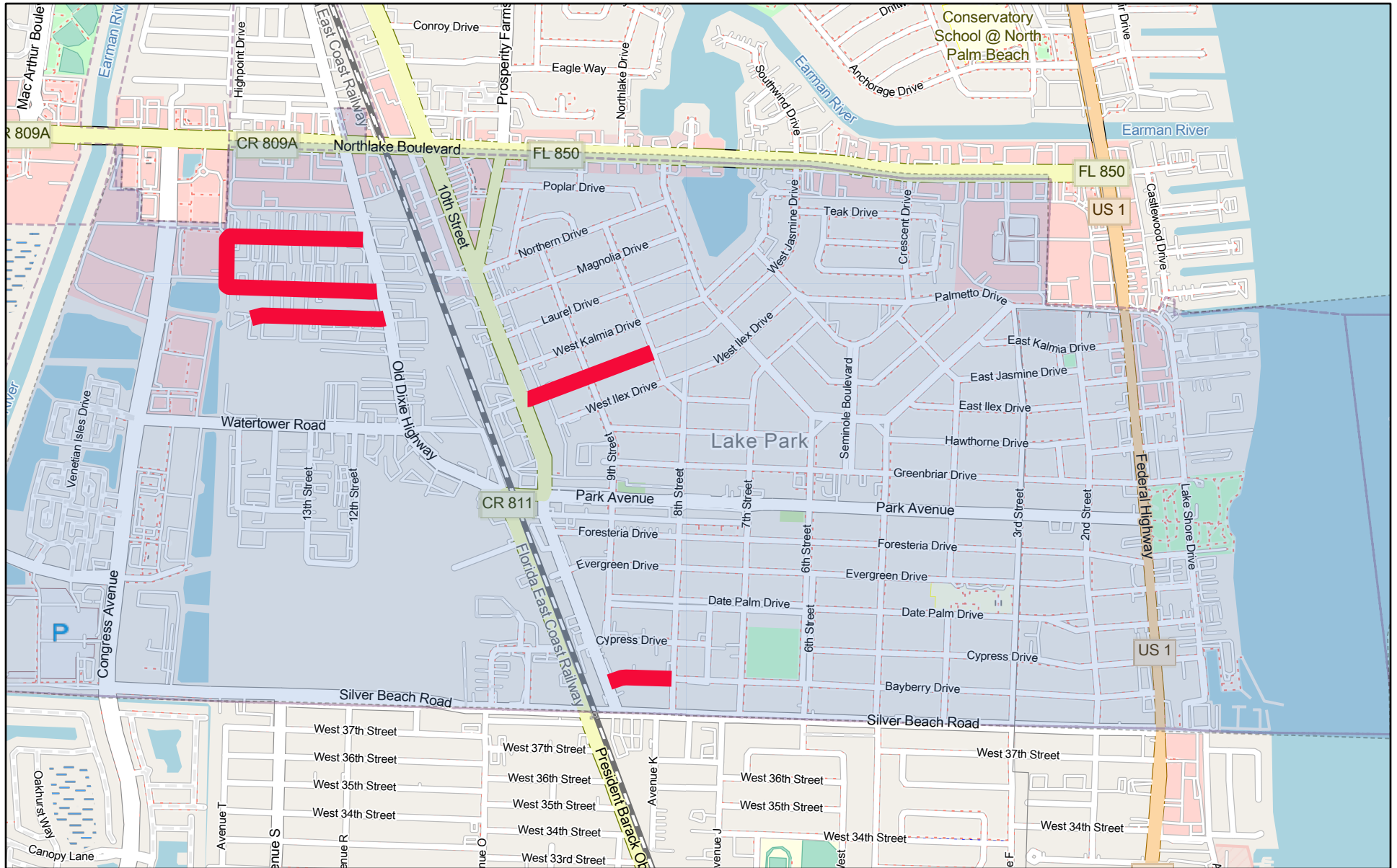
OPTIONAL SCOPE OF WORK

Newman Reed and Miller 01-03

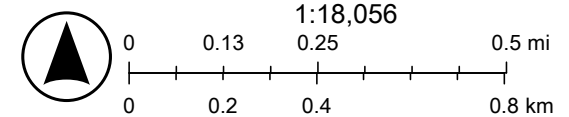
	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>	<u>Item #</u>
Mob	1	LS	\$13,839.03	\$13,839.03	4
MOT Type III	40	EA	\$34.00	\$1,360.00	11
MOT Type II	45	SF	\$35.00	\$1,575.00	10
Mill 1.5"	5709	SY	\$2.80	\$15,985.20	44
1.5" SP 9.5	450	Ton	\$160.00	\$72,000.00	37
24" Thermoplastic	96	LF	\$7.50	\$720.00	157
12"White Thermo	110	LF	\$4.00	\$440.00	155
RPMS	18	EA	\$10.00	\$180.00	171
TOTAL				\$106,099.23	

Proposed 2023 Pavements Maintenance Work Plan

Item 3.



7/17/2023



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and affiliates, Esri Community Maps contributors, Map layer by Esri

Roberto Trav

RESOLUTION 45-07-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH JANICE M. RILEY, INC., D/B/A THE PAVING LADY, FOR MAINTENANCE AND REPAIR SERVICES FOR TOWN STREETS AND FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contracts with contractors related to public facilities; and

WHEREAS, the Town’s Public Works Department (the Department) is responsible for planning, constructing, operating, and maintaining its streets and facilities; and

WHEREAS, the Department requires a contractor to perform these services; and

WHEREAS, the City of Aventura, Florida, solicited bids as part of a competitive solicitation and selected and has executed a contract with Janice M. Riley, Inc., d/b/a The Paving Lady (Contractor) to provide the City with maintenance and repair services for its streets and facilities in accordance with Agreement Number ITB2208113; and

WHEREAS, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to the City of Aventura for the same terms, contracting, and pricing as set forth Agreement Number ITB2208113; and

WHEREAS, the Town Manager recommends to the Town Commission that the Town should enter into an agreement with the Contractor.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute an agreement with the Contractor, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, for maintenance and repair services for Town streets and facilities.


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

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:



	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>✓</u>	<u> </u>
COMMISSIONER MARY BETH TAYLOR	<u>✓</u>	<u> </u>
COMMISSIONER JUDITH E. THOMAS	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution 45-07-23 duly passed and adopted this 5 day of July, 2023.

TOWN OF LAKE PARK, FLORIDA

BY: 
 ROGER D. MICHAUD
 MAYOR

ATTEST:


 VIVIAN MENDEZ
 TOWN CLERK

 TOWN OF LAKE PARK
 (TOWN SEAL)
 SEAL
 FLORIDA

Approved as to form and legal sufficiency:

BY: 
 THOMAS J. BAIRD
 TOWN ATTORNEY

AGREEMENT FOR MAINTENANCE AND REPAIR OF STREETS AND FACILITIES.

THIS AGREEMENT FOR THE MAINTENANCE AND REPAIR OF TOWN STREETS AND FACILITIES (AGREEMENT) is made and entered into this 5 day of July, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Janice M. Riley, Inc., d/b/a The Paving Lady, 1000 West Industrial Avenue, Boynton Beach, Florida 33426 ("Contractor").

WITNESSETH THAT

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

WHEREAS, the Town is empowered to enter into contracts with contractors related to public facilities; and

WHEREAS, the Town's Public Works Department (the Department) is responsible for planning, constructing, operating, and maintaining its streets and Town facilities; and

WHEREAS, the Town requires a contractor to perform these services; and

WHEREAS, the City of Aventura, Florida, solicited bids as part of a competitive solicitation and selected and has executed a contract with Janice M. Riley, Inc., d/b/a The Paving Lady (Contractor) to provide the City with maintenance and repair services for its streets and facilities in accordance with Agreement No. ITB2208113; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to the City of Aventura for the same terms, conditions, and pricing as set forth in Agreement No. No. ITB2208113.

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

1. The above-stated recitals are true and correct.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. The Contractor hereby agrees to provide to the Town with the same services based upon these same terms, conditions and pricing for maintenance and repair services for the Town's streets and facilities as are set forth in Agreement No. ITB2208113 executed between the Contractor and the City of Aventura, Florida, a copy of which is attached hereto and incorporated herein.
4. The Town hereby agrees to pay for the services of the Contractor based upon the same terms, conditions and pricing as set forth in the Agreement No. ITB2208113 executed between the Contractor and the City of Aventura, Florida.
5. The terms, conditions, and pricing contained in Agreement ITB220811 are hereby supplemented and incorporated into this Agreement, as follows:

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

6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
7. Notices to the Contractor and Town are to be directed to the addresses reflected hereinabove.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez

Vivian Mendez, Town Clerk

By: Roger Michaud

Roger Michaud, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

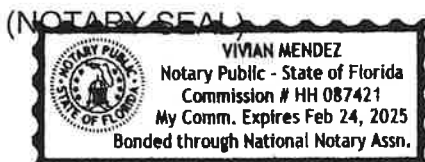
By: Thomas J. Baird

Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 5 day of July 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.




Notary Public, State of Florida

Janice M. Riley, Inc., d/b/a
The Paving Lady:

By: 

Its: President
MAURO COMUZZI

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PAVEMENT MANAGEMENT FINAL PROJECT REPORT

LAKE PARK, FL

Monday, June 20, 2022

Pavement Management Group



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EXECUTIVE SUMMARY

The Town of Lake Park contracted with Pavement Management Group (PMG) to provide a turn-key Pavement Management Program (PMP). The backbone of PMG's turnkey PMP is the PAVER Pavement Management System (PMS) which provides specific tools such as pavement modeling, maintenance decision trees and budget/target driven scenarios maximizing the return on investment from available maintenance and rehabilitation funds; generating a prioritized plan, and identifying specific areas in need of maintenance and rehabilitation.

- Verify and setup any new pavement network inventory
- Provide an HD video of each pavement section
- Determine total samples to inspect per section
- Identify all distress types, severity levels and quantities within through ASTM D6433-20
- Calculate the Pavement Condition Index (PCI) for each pavement section
- Assign all pavement management data to GIS
- Create GIS current condition map
- Provide an HTML based condition map with geo located streaming HD video
- Provide a complete inventory and condition listing of each pavement section
- Provide a final report of findings
- Provide continued support services

2022 ROADWAY NETWORK SUMMARY

- 37 centerline miles
- 79 lane miles (lane = 12 feet wide)
- 5,021,189 square feet
- 401 management sections
- Average network PCI is 68
- Average network condition category of GOOD

INTRODUCTION

PMG was contracted by The Town of Lake Park to provide pavement management services for their 37-centerline mile (79 lane mile) roadway network. Through these services a field inventory setup of any new roads, an inventory review and inspections were performed on all 401 management sections within the network. All inventory items were added or updated within their PMS database and a PCI was calculated for each section. HD videos were taken at each section location (from beginning to end of section). This provides for a virtual, high-definition account of the roadway network, and provides value in a variety of ways such as condition review and network level decision making from the office. This report provides a thorough definition of the inspection process performed as well as the condition results of our project.

CONDITION ASSESSMENT PROCESS

PMG adheres to the ASTM D6433-20 standard for assessing the condition of asphalt and concrete surfaces. Our skilled inspection team reviews high-definition video of each pavement section in conjunction with our proprietary artificial intelligence (AI) model to identify and document the distress types, severity levels, and quantities that are occurring. The data goes into the PAVER™ Pavement Management System (PMS) for Pavement Condition Index (PCI) calculation, resulting in a PCI score for each management section within the network(s).

PAVEMENT DISTRESS DEFINITION

20 possible distress types can occur within asphalt-based surfaces and 19 possible distress types that can occur within a concrete surface. The U.S. Army Corps of Engineers publishes the Asphalt Distress Manual and the Concrete Distress Manual. These manuals describe each distress type, the criteria to determine each severity level (low, medium, high), and how to measure each. The asphalt and concrete distress types are highlighted below in Figure 1.

01 – Alligator Cracking	06 – Depression	11 – Patch/Utility Cut	16 – Shoving
02 – Bleeding	07 – Edge Cracking	12 – Polished Aggregate	17 – Slippage Cracking
03 – Block Cracking	08 – Joint Reflection	13 – Pothole	18 – Swell
04 – Bumps and Sags	09 – Lane/Shoulder Drop	14 – Railroad Crossing	19 – Raveling
05 - Corrugation	10 – L&T Cracking	15 – Rutting	20 – Weathering
21 – Blow Up/Buckling	26 – Joint Seal Damage	31 – Polished Aggregate	36 – Scaling
22 – Corner Break	27 – Lane/Shoulder Drop	32 – Popouts	37 – Shrinkage Cracks
23 – Divided Slab	28 – Linear Cracking	33 – Pumping	38 – Corner Spalling
24 – Durability Cracking	29 – Large Patch/Utility Cut	34 – Punchout	39 – Join Spalling
25 - Faulting	30 – Small Patch	35 – Railroad Crossing	

Figure 1. Asphalt and Concrete Distresses

PCI AND CONDITION CATEGORY DEFINITION

The PCI is on a scale of 0 – 100 with 0 being the worst and 100 being the best. PAVER calculates it through the input of distress type, severity, and quantity information. Figure 2 illustrates the factors that go into the PCI and the 7 condition categories of the PCI.

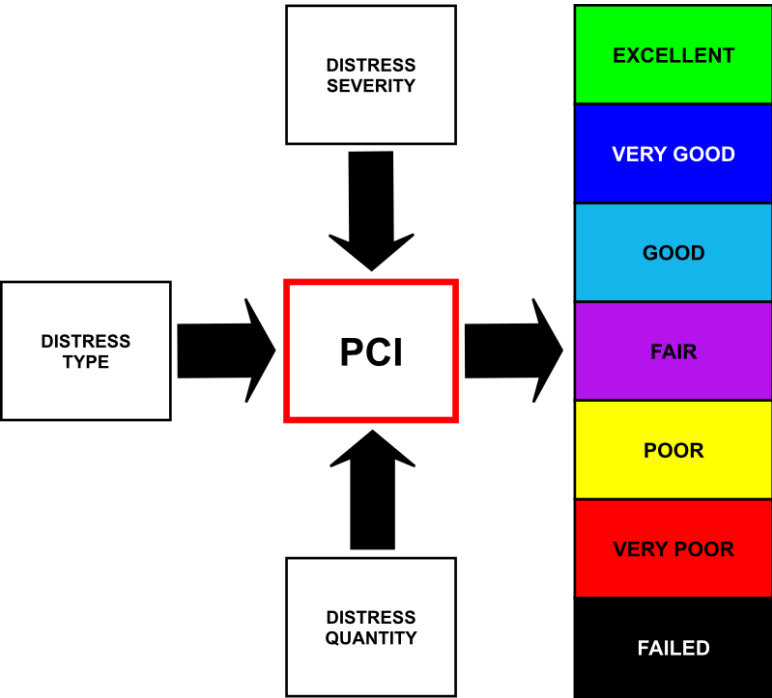


Figure. 2 Factors Determining PCI Value

To further simplify the PCI, the following condition categories along with the recommended maintenance action for each has been created by PMG:

CONDITION CATEGORY	MAINTENANCE ACTION	LOW PCI VALUE	HIGH PCI VALUE
EXCELLENT	REJUVENATOR/DO NOTHING	92	100
VERY GOOD	CRACK SEAL/MICROSURFACING	82	91
GOOD	MICROSURFACING/CAPE SEAL	68	81
FAIR	CAPE SEAL/MILL & OVERLAY	50	67
POOR	MILL & OVERLAY	35	49
VERY POOR	3" MILL AND OVERLAY	20	34
FAILED	FULL DEPTH RECLAMATION	0	19

Table 1. Condition Category Values

EXAMPLES OF ROADWAY CONDITIONS

During the inspection process, high resolution video was captured for each management section. A snapshot from several videos have been chosen to provide as documentation for this report of the inspected section location and serves as visual identification as to what types of distresses are occurring within the pavement section. The following 2022 images of pavements from within the Roadway Network provide a sense of what various PCI levels look like:

EXCELLENT CONDITION



LAKE SHORE DR | SECTION 03 | PCI 100

VERY GOOD CONDITION



FORRESTERIA DR | SECTION 04 | PCI 88

GOOD CONDITION



POPLAR DR | SECTION 01 | PCI 78

FAIR CONDITION



4TH ST | SECTION 04 | PCI 58

POOR CONDITION



13TH ST | SECTION 02 | PCI 49

VERY POOR CONDITION



EVERGREEN DR | SECTION 01 | PCI 29

FAILED CONDITION

NONE

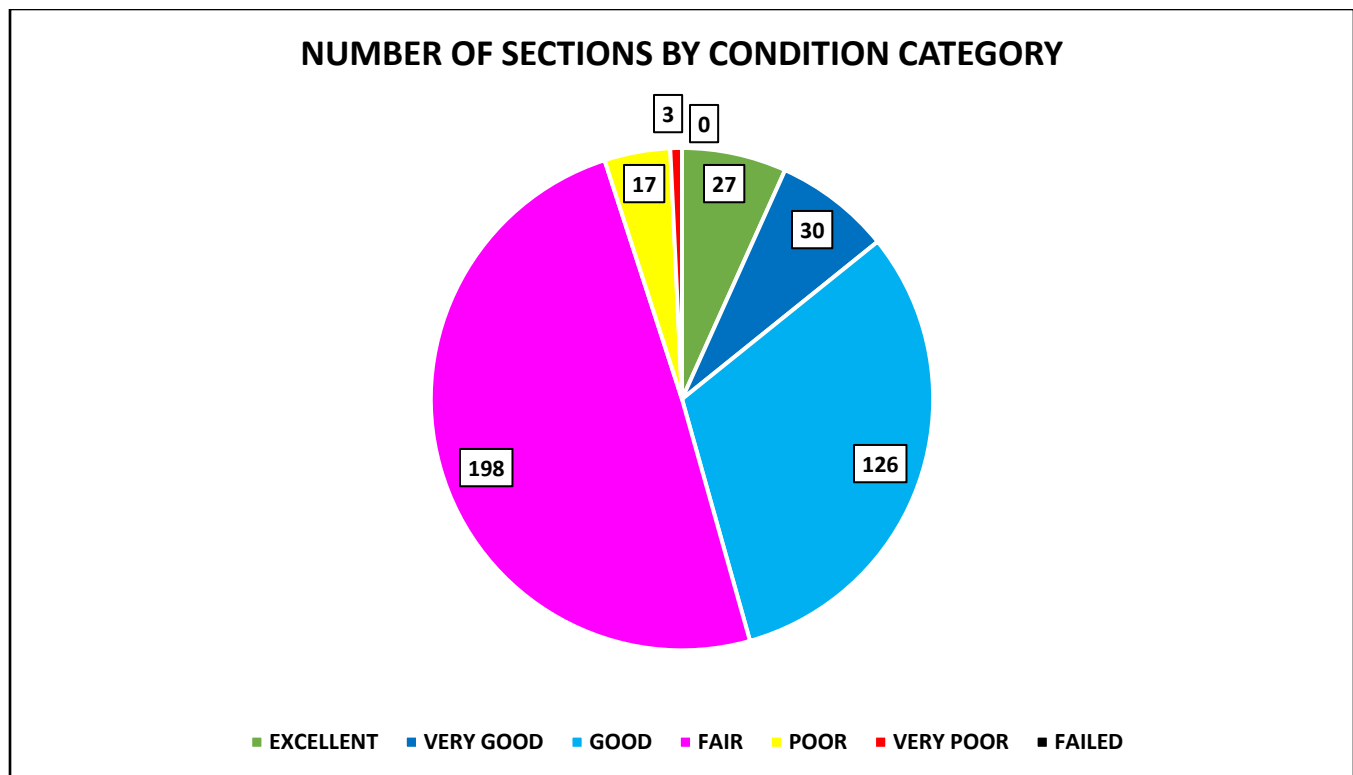
NETWORK CONDITION RESULTS

After completion of the 2022 pavement management project, PMG has determined that the average PCI for Lake Park's 79 lane mile (37 Centerline Mile) roadway network is a 68 and considered to be in Good condition. Table 2 displays the condition summary data by category across the network while Figure 3, illustrates the condition by pavement area breakdown in graph form. A complete Inventory and Condition Report in Excel spreadsheet was provided as a part of this project deliverable.

CONDITION CATEGORY	SECTIONS	PAVEMENT AREA (SF)	LANE MILES	PERCENT AREA	AVERAGE CONDITION
EXCELLENT	27	594,326.03	9.38	11.84%	97
VERY GOOD	30	501,450.53	7.91	9.99%	87
GOOD	126	1,603,415.32	25.31	31.93%	74
FAIR	198	2,096,374.00	33.09	41.75%	60
POOR	17	197,276.91	3.11	3.93%	45
VERY POOR	3	28,346.46	0.45	0.56%	30
FAILED	0	0.00	0.00	0.00%	0
TOTALS	401	5,021,189.25	79	100%	

Table 2. Condition Summary

CONDITION GRAPHS



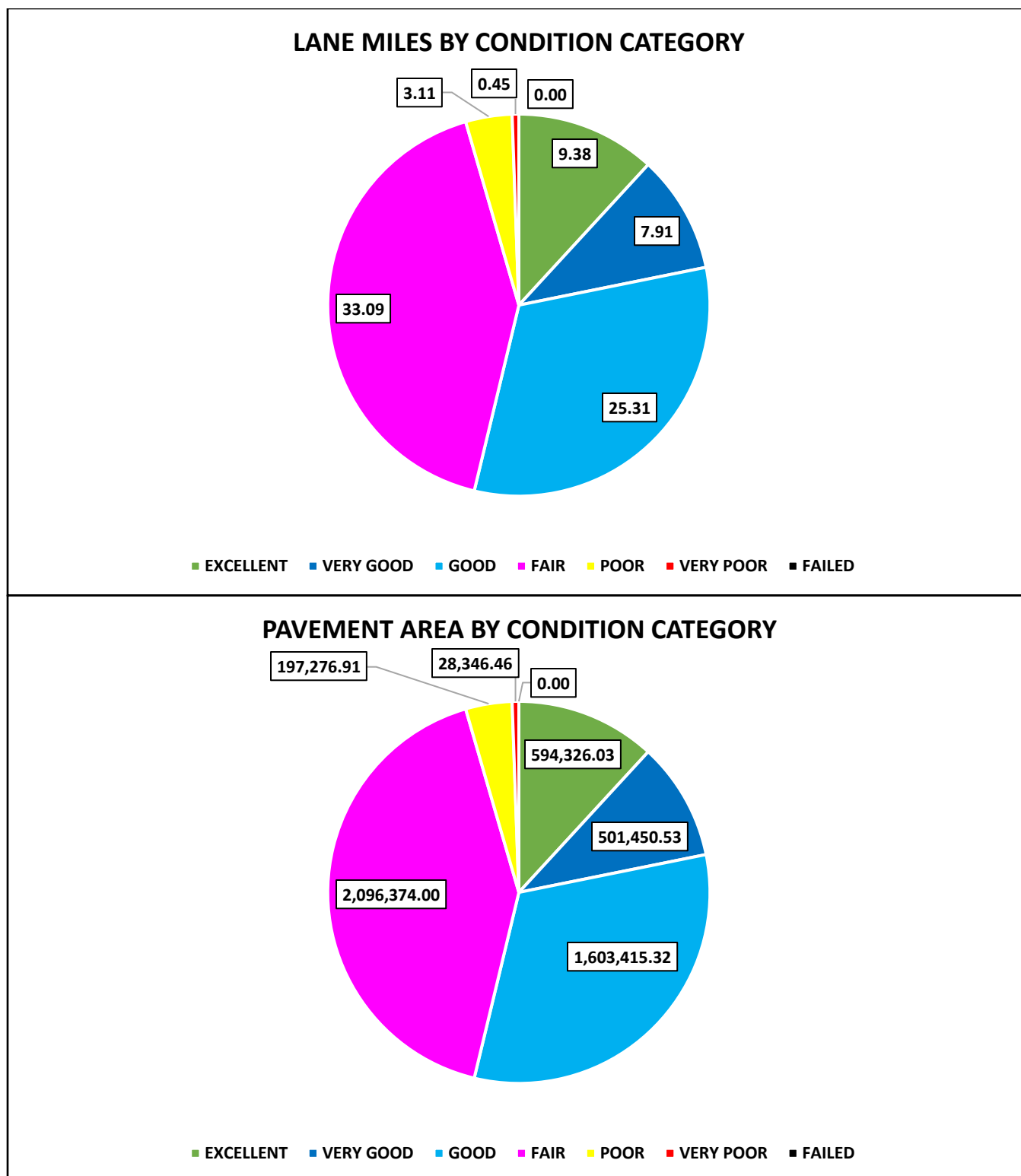


Figure 3. Sections, Lane Miles, and Pavement Area by Condition Category

GIS CONDITION MAP

PMG assigned all pavement management data to GIS and will provide the shapefile to the agency. This allows for a wide variety of mapping options within both ESRI's ArcGIS and Google Earth. The following shows an example of a Latest Condition Map that has been created in both GIS and Google Earth for illustrative purposes. An ANCI Size C plot ready pdf version has been provided as a part of the project deliverable.

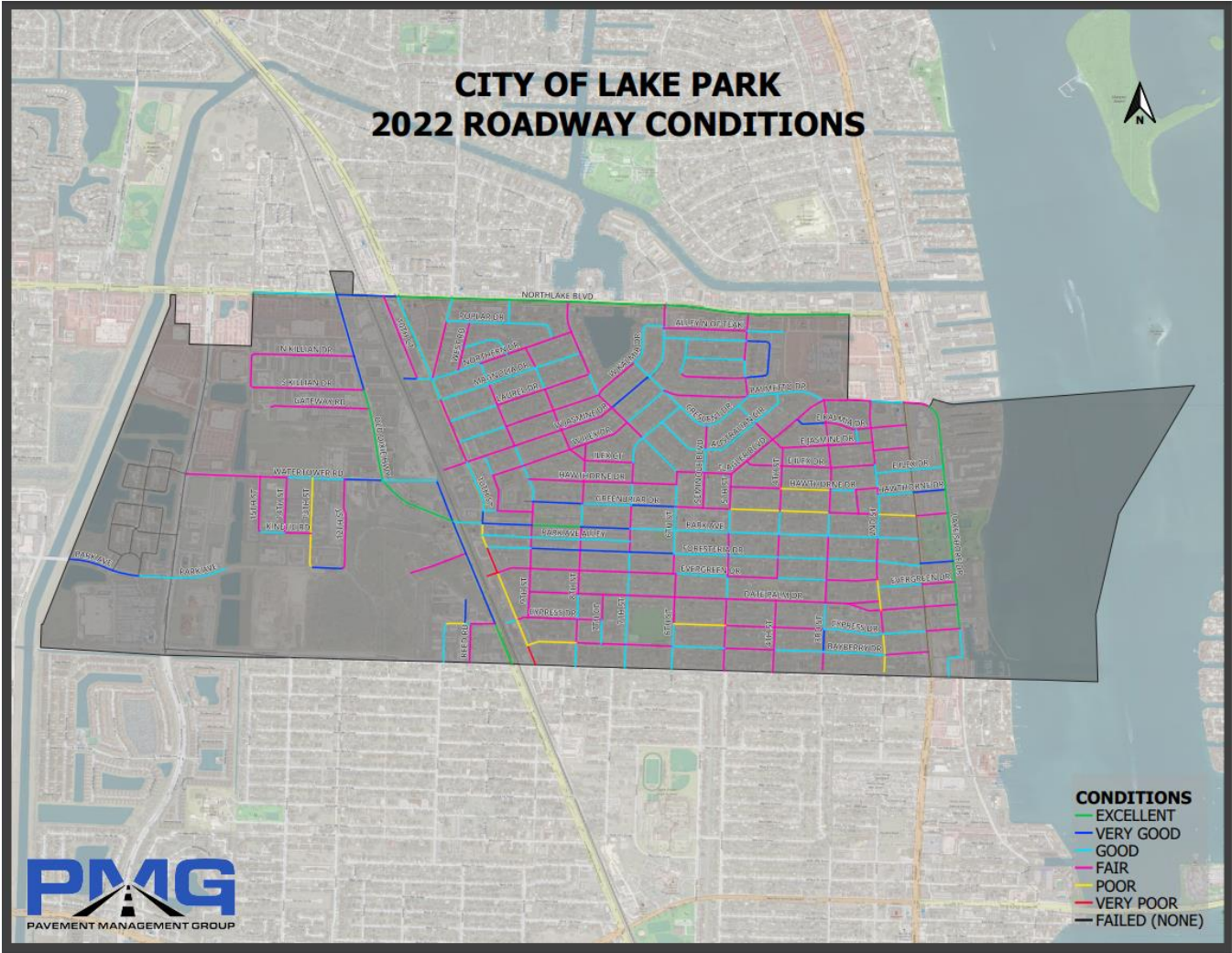


Figure 4. Roadway Section Latest Condition maps

CONCLUSION

The PCI study provides for a PCI rating on each pavement section within the maintained roadway network. Based upon the distresses identified within each representative sample location inspected, a PCI number is assigned to each pavement section. This number is on a scale of 0 – 100 with 0 being the worst and 100 being the best.

The Lake Park roadway network is approximately 79 lane miles (37 centerline miles) in size. Through the ASTM D6433-20 PCI study, PMG has determined the roadway network has an average PCI of **68** and is classified as being in **GOOD** condition.

PMG would again like to thank you for the opportunity to provide The Town of Lake Park with this PCI study and our pavement management services. Our goal is to provide the highest level of services and support, providing our clients with the data, tools, and expertise necessary to be successful in their goals of pavement management. Should you require any additional information or support regarding this PCI study or the PAVER™ PMS, please do not hesitate to ask.

PAVEMENT MANAGEMENT GROUP

JAMES GOLDEN III

Founder/CEO



P: (740) 507-3842

E: James@PavementManagementGroup.com

Agenda Request Form

In addition to the execution of the grant agreement, the Town and County have also executed an amendment #1 to the agreement which extended the “Award Contract By” performance date stipulated in the CDBG grant agreement to March 31, 2023. The Town has since met this extended performance date.

Due to the extensive play equipment manufacturing lead time, which resulted in an equipment delivery date of early August, and because the Town cannot bill for equipment not yet delivered to the site, the Town will not be able to meet the July 15, 2023, 50% reimbursements benchmark for this project.

Accordingly, the Town is now requesting a modification (Modification #1) to the grant agreement asking for the removal of the 50% Reimbursements deadline. The County has agreed to the execution of a modification to the Agreement and has submitted said modification for the Town’s execution (**Attachment 3**).

Finally, the Town is confident in meeting all other performance requirements as outlined in the project agreement.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 49-08-2023

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF A MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO REMOVE CERTAIN CONDITIONS ASSOCIATED WITH THE REIMBURSEMENT “REQUEST BY DATE” FOR THE WEST ILEX PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town wishes to update and replace the existing playground equipment at West Ilex Park (the Project); and

WHEREAS, the Town previously applied for and was awarded a grant from Palm Beach County (the County) from its Community Development Block Grant (CDBG) program in an amount of \$55,433.00 for such capital projects as determined by the Commission; and

WHEREAS, the Town and the County previously executed an agreement amendment to the grant agreement, whereby the Town requested and was given an extension to the “Award Construction Contract by” performance date of December 31, 2022 to March 31, 2023; and

WHEREAS, due to unforeseen delays in the availability of materials and equipment for the Project, there is a need to for a modification the Agreement to remove the “Submit 50 Percent Reimbursement Request by: July 15, 2023” performance date.

WHEREAS, the County and the Town have agreed to execute agreement Modification #1 removing the “Submit 50 Percent Reimbursement Request by: July 15, 2023” performance date.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby authorizes and directs that a modification to the Agreement be executed on behalf of the Town to remove the “Submit 50

Percent Reimbursement Request by: July 15, 2023” performance date. A copy of the proposed amendment is attached hereto and incorporated herein as Exhibit A.

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



CDBG AGREEMENT MODIFICATION No. 1
BETWEEN PALM BEACH COUNTY
AND
Town of Lake Park

PROJECT AND FUNDING DESCRIPTION (R2022-1211) Amendment 001 (R2022-0313)
The Town of Lake Park entered into an Agreement R2022-1211 on October 1, 2022 with Palm Beach County, providing \$55,433.00 of Community Development Block Grant (CDBG) Funds for the Ilex Park Improvements at Ilex Park in the Town of Lake Park. The Contract Award Date in the original agreement was modified by Amendment 001(R2022-0313) on November 30, 2022.

REQUESTED MODIFICATION: The Town of Lake Park requests that the above referenced Agreement and Amendment be modified as follows: to remove the “Submit 50% Reimbursement Request by: July 15, 2023” performance date.

JUSTIFICATION: Due to the length of time for manufacturing, the playground equipment was ordered by the Contractor in order to meet Contractual deadlines. The Manufacturer has completed manufacturing the playground equipment but due to logistic delays caused by market conditions, the playground equipment will not be delivered until early August. This will not allow the Town of Lake Park to meet its 50% reimbursement benchmark. The Town of Lake Park is confident in meeting all the other Performance Requirements as outlined in Agreement R2022-1211 and Amendment R2022-0313.

Authorized Signatory, City/Town

Name & Title: _____ Date: _____

MODIFICATION ACTION **AMENDMENT REQUIRED** ☐ YES ☒ NO

IN ACCORDANCE WITH: EXHIBIT “A”: SCOPE OF WORK - SECTION 1. G
“If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient”.

ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED MODIFICATION
Except as modified by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By: _____ Date: _____
Jonathan B. Brown, Director
Department of Housing & Economic Development

CC John D’Agostino, Town Manager, Town of Lake Park

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
TOWN OF LAKE PARK

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **Town of Lake Park**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **535 Park Avenue, Lake Park, FL 33403**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the **Town of Lake Park**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the Town of Lake Park ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$55,433** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **Town of Lake Park**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described Llex Park Playground Equipment improvements which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. .

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$55,433** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the

Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The Certificate Holder shall read:

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

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

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by

giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public

Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

40. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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TOWN OF LAKE PARK


WITNESS our Hands and Seals on this 15th day of September, 2022.

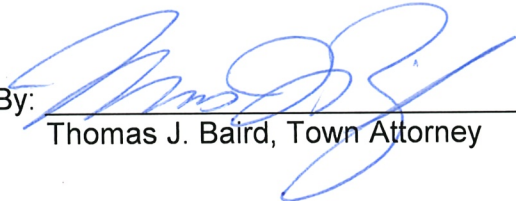
(SUBRECIPIENT SEAL BELOW)



TOWN OF LAKE PARK

By: 
Michael O' Rourke, Mayor

By: 
Vivian Mendez, Town Clerk

By: 
Thomas J. Baird, Town Attorney

TOWN OF LAKE PARK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: Jonathan B. Brown
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Date: 9/15/2022

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: Howard J. Falcon III
Howard J. Falcon III
Chief Assistant County Attorney

By: Sherry Howard
Sherry Howard
Deputy Director

EXHIBIT "A"**WORK PROGRAM NARRATIVE****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the installation of ADA compliant and rust-resistant playground equipment at Ilex Park, located in the center of the Town of Lake Park. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The scope of the playground improvements at Ilex Park shall include, but not be limited to, the installation of ADA compliant playground equipment with a slide, several climbing apparatuses and two (2) swing sets. The Park and playground Improvements are located at the intersection of West Ilex Drive and 8th Street. Improvements typical of park/playground equipment projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located in the area bordered by West Ilex Drive and 8th Street, Lake Park, FL 33403

Procurement process and contract award for all goods and services shall be in compliance with the Town's Procurement Code, 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

In the event where specifications for goods, services and or construction activities are required, the following shall apply:

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. **ASBESTOS REQUIREMENTS:** The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitted a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project.

The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

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

Disclaimer of Warranties for LCRS

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

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.

- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

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

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

- G. **PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	December 31, 2022
Submit 50% Reimbursement Request by:	July 15, 2023
Complete Construction by:	November, 2023
Submit 100% Final Reimbursement no later than:	December 31, 2023

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact ability to receive future grant awards.

- H. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They will be used by DHED to assess the Subrecipient's progress in implementing the project.
- I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
- b. The requirements of paragraph (2) of this section are met.

- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract:

Section 3 Clause

- (1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number

and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. **ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD.

Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$55,433**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"**MONTHLY REPORT**

Report For:	Month: _____ Year: _____
Subrecipient Name:	TOWN OF LAKE PARK
Project Name:	ILEX PARK - ADA PLAYGROUND EQUIPMENT IMPROVEMENTS FY22-23
Report Prepared By:	<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Name</div> <div>Signature</div> <div>Date</div> </div>

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$_____ Other Funds: \$_____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 55,433	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period: _____

PROJECT PERFORMANCE PHASE	DATE
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT	Date

Send report to: Project Coordinator or Bud Cheney,
 Department of Housing & Economic Development
 100 Australian Avenue, Suite 500
 West Palm Beach, FL 33406

SCHEDULE "II"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis.

If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
 - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Department of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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Office of the
Town Manager

August 3, 2022

Ms. Tessa Wattley
Real Estate Contract Analyst
PBC Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

RE: FY 2022-2023 CDBG Signatory Authority

Dear Ms. Wattley:

This letter certifies that the Mayor is authorized to sign on behalf of the Town of Lake Park.

Resolution 43-08-22 provides the source of the Town's acceptance of the FY 2022-2023 CDBG Agreement.

Sincerely,

John O. D'Agostino
Town Manager

Encl. Resolution 43-08-22

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

RESOLUTION 43-08-22

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA TO
AUTHORIZE THE MAYOR TO SIGN A GRANT
AGREEMENT WITH PALM BEACH COUNTY FOR
FUNDING THROUGH THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM FOR THE PURCHASE OF
PLAYGROUND EQUIPMENT FOR ILEX PARK**

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

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

WHEREAS, Palm Beach County has granted the Town \$55,433 for the purpose of acquiring ADA-compliant playground equipment for Ilex Park; and

WHEREAS, it is necessary for the Town of Lake Park to enter into a grant agreement with Palm Beach County for such grant; and

WHEREAS, the Town Commission has reviewed the grant agreement and has determined that it is the best interest of the Town to authorize the Mayor to sign the grant agreement.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with Palm Beach County, a copy of which is attached hereto as Agenda Exhibit A.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 43-08-22 duly passed and adopted this 3 day of August, 2022.

TOWN OF LAKE PARK, FLORIDA

Certification
Vivian Mendez Clerk of the Town of Lake Park
 Florida, do hereby certify that the foregoing is a true and correct copy of
 the original instrument as contained in the official records of the Town.
 Witness my hand and the Official Seal of the Town of Lake Park This
4 day of August, 2022
Vivian Mendez
 Town Clerk

BY: [Signature]
 MICHAEL O'ROURKE
 MAYOR

ATTEST:
Vivian Mendez
 VIVIAN MENDEZ
 TOWN CLERK

Approved as to form and legal sufficiency:

BY: [Signature]
 THOMAS J. BAIRD
 TOWN ATTORNEY



CERTIFICATE OF COVERAGE**Certificate Holder**

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
C/O DEPARTMENT OF HOUSING & ECONOMIC
DEVELOPMENT

100 AUSTRALIAN AVE, 5TH FLOOR
WEST PALM BEACH, FL 33406

Administrator

Issue Date 7/19/22

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:**FLORIDA MUNICIPAL INSURANCE TRUST****AGREEMENT NUMBER:** FMIT 0795**COVERAGE PERIOD:** FROM 10/1/21**COVERAGE PERIOD:** TO 10/1/22 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible \$25,000

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ **Buildings**
- ☒ Basic Form
- ☒ Special Form
- ☒ **Personal Property**
- ☐ Basic Form
- ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$5,000
- ☒ Coinsurance 100%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value
- ☒ **Miscellaneous**
- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

Limits of Liability on File with Administrator**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
- \$1,000,000 Each Accident
- \$1,000,000 By Disease
- \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

Automobile/Equipment - Deductible

- ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Evidence of Insurance

RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Lake Park
535 Park Avenue
Lake Park FL 33403

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE PAYMENT FOR THE ABATEMENT COSTS ASSOCIATED WITH 1100 2ND COURT IN THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

John

D'Agostino

Digitally signed by John D'Agostino
 DN: cn=John D'Agostino, o=Town of
 Lake Park, ou=Town Manager,
 email=jdagostino@lakeparkflorida.go
 v, c=US
 Date: 2023.07.26 17:03:50 -04'00'

Date: _____

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

Name/Title

Originating Department: Community Development	Costs: \$15,176.40 Funding Source: Contractual Services/Code Violations Acct. # 500-34300 [] Finance <small>Jeffrey P. Duval</small>	Attachments: → Resolution
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 <i>ND</i> Please initial one.

Summary Explanation/Background:

In follow-up to the sale of 1100 2nd Court in November 2022, the Town Attorney, Town Manager, Community Development Director and new property owners of the property, along with their Attorney held discussions regarding the outside storage. It was decided that the Town would handle the removal of the outside storage given the excessive nature of it and the delays it was creating. This removal was performed by 1-800-GOT-JUNK at a cost of \$14,226.40 and also required pest control services by Nozzle Nolan at \$350 and beehive removal services from Alpine Farms at \$600, for a total abatement cost of \$15,176.40.

The Property Owners have been meeting with the Town on a consistent basis and while their professionals have taken more time than expected on producing necessary plans for the renovation of the property, these plans are almost ready and expected to be submitted sometime in August 2023 for permitting. Their completion date of mid-to-late 2024 remains the same at this time.

Recommended Motion: I move to APPROVE Resolution __-08-23 for the payment of abatement costs associated with 1100 2nd Court.



Invoice

13000 South Tryon St. Suite F304
 Charlotte, NC 28278
 Tel: (561) 962-5865
 Email: palmbeachcounty@1800gotjunk.com

Job ID

12367538

Invoice Date: 05/23/2023

Service Date: 05/23/2023

CONTACT DETAILS**PICKUP CONTACT**

Kim Rowley
 The Town of Lake Park
 1100 2nd Court Lake Park, FL
 33403
 Phone: (561) 881-3319
 Email:
 krowley@lakeparkflorida.gov

BOOKED BY

Kim Rowley
 The Town of Lake Park
 Email:
 krowley@lakeparkflorida.gov

BILLED TO

Kim Rowley
 The Town of Lake Park
 535 Park Avenue, Lake Park, FL
 33403
 Email:
 krowley@lakeparkflorida.gov

JOB DETAILS

PRODUCT	QUANTITY	DESCRIPTION	PRICE
Full Truck Loads	1.00	1 Full truck with 20% discount	\$591.20
1/8 Load	1.00	1/8 load	\$229.00

Subtotal	\$820.20
Tax	\$0.00
Total	\$820.20
Amount Owing	\$820.20



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 Visit 1800gotjunk.com/referral



1-800-GOT-JUNK? is committed to improving our environmental performance. To learn more, visit 1800gotjunk.com/environment

All accounts are due upon receipt unless credit has been established. Overdue accounts are subject to interest not higher than the maximum allowable interest rate as determined by law. As owner, agent, or tenant of the above location, you hereby agree the work has been satisfactorily completed and you understand and agree that you no longer own the items that have been removed.



Invoice

13000 South Tryon St. Suite F304
 Charlotte, NC 28278
 Tel: (561) 962-5865
 Email: palmbeachcounty@1800gotjunk.com

Job ID

12390526

Invoice Date: 05/26/2023

Service Date: 05/26/2023

CONTACT DETAILS**PICKUP CONTACT**

Kim Rowley
 The Town of Lake Park
 1100 2nd St
 Lake Park, FL 33403
 Phone: (561) 881-3319
 Email:
 krowley@lakeparkflorida.gov

BOOKED BY

Kim Rowley
 The Town of Lake Park
 Email:
 krowley@lakeparkflorida.gov

BILLED TO

Kim Rowley
 The Town of Lake Park
 535 Park Avenue, Lake Park, FL
 33403
 Email:
 krowley@lakeparkflorida.gov

JOB DETAILS

PRODUCT	QUANTITY	DESCRIPTION	PRICE
Full Load	1.00	1 full truck and 2/3 of a truck 20% discount rate	\$991.00

Subtotal	\$991.00
Tax	\$0.00
Total	\$991.00
Amount Owing	\$991.00



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Receipt

13000 South Tryon St. Suite F304
 Charlotte, NC 28278
 Tel: (561) 962-5865
 Email: palmbeachcounty@1800gotjunk.com

Job ID

12471755

Receipt Date: 06/09/2023
 Service Date: 06/09/2023

CONTACT DETAILS**PICKUP CONTACT**

Kim Rowley
 The Town of Lake Park
 1100 2nd Street
 Lake Park, FL 33403
 Phone: (561) 881-3321
 Office: 5618813319
 Email:
 krowley@lakeparkflorida.gov

BOOKED BY

Kim Rowley
 The Town of Lake Park

 Office: 5618813319
 Email:
 krowley@lakeparkflorida.gov

BILLED TO

Kim Rowley
 The Town of Lake Park
 535 Park Avenue, Lake
 Park, FL 33403
 Office: 5618813319
 Email:
 krowley@lakeparkflorida.gov

JOB DETAILS

PRODUCT	QUANTITY	DESCRIPTION	PRICE
No Charge	1.00	Final go back to clean up debris	\$0.00

Subtotal	\$0.00
Tax	\$0.00
Total	\$0.00

PAYMENTS

No Charge	\$0.00
-----------	--------



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Invoice

13000 South Tryon St. Suite F304
 Charlotte, NC 28278
 Tel: (561) 962-5865
 Email: palmbeachcounty@1800gotjunk.com

Job ID 12233412,
 12412601 &
 12412225
Invoice Date: 5/19/2023
Service
Dates: 5/19-5/22/23

CONTACT DETAILS

PICKUP CONTACT

Kim Rowley
 535 Park Avenue, Lake Park,
 FL 33403.
 Phone: (561) 881-3319
 Email:
 krowley@lakeparkflorida.gov

BOOKED BY

Kim Rowley
 The Town of Lake Park
 Email:
 krowley@lakeparkflorida.gov

BILLED TO

Kim Rowley
 535 Park Avenue, Lake Park, FL
 33403.
 Email:
 krowley@lakeparkflorida.gov

JOB DETAILS

PRODUCT	QUANTITY	DESCRIPTION	PRICE
Full Load	21.00 @ \$739.00	21 trucks. 13 trucks on 5/19. 5 trucks on 5/20. 3 trucks on 5/22.	\$15,519.00
Discount	1.00	20% discount	\$(3,103.80)

Subtotal	\$12,415.20
Discount	\$3,103.80
Tax	\$0.00
Total	\$12,415.20
Amount Owing	\$12,415.20



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good it feels to be junk-free!
Visit 1800gotjunk.com/referral

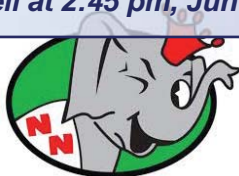


1-800-GOT-JUNK? is committed to improving
our environmental performance. To learn more,
visit 1800gotjunk.com/environment

All accounts are due upon receipt unless credit has been established. Overdue accounts are subject to interest not higher than the maximum allowable interest rate as determined by law. As owner, agent, or tenant of the above location, you hereby agree the work has been satisfactorily completed and you understand and agree that you no longer own the items that have been removed.

RECEIVED
By Merry Ann Russell at 2:45 pm, Jun 06, 2023

NOZZLE NOLEN, INC.
5400 BROADWAY
WEST PALM BEACH, FL 33407-2699
561-844-3544



23061689

Lake Park
Kim Rowley
1100 2nd Ct
Lake Park, FL 33403-2705

Lake Park
Kim Rowley
1100 2nd Ct
Lake Park, FL 33403-2705

Invoice # 2255544

Item 5.

Invoice Date: 5/17/2023
Wednesday

Time: 12:42 PM

Bill-To: 1098489

Location: 1098489

Service Description	Quantity	Price
Rodent - 6 bait boxes	1.00	\$350.00
		SUBTOTAL \$350.00
		TAX \$0.00
		AMT PAID \$0.00
		TOTAL \$350.00
		AMOUNT DUE \$350.00

Full inspection conducted.

Put out 6 rodent stations around home in backyard

Thanks for letting nozzle nolen service you

Brendon m

Material	%	UOM	Amount	Material	%	UOM	Amount
1 MAKI MINI BAIT BLOCKS / MAKI MINI BAIT BLOCKS Rodent Bait	0.0050	EA	0.0000				

Payment Receipt. Please Return with Payment Remittance

Bill-To: Lake Park
Kim Rowley
1100 2nd Ct
Lake Park, FL 33403-2705

Account #: 1098489 Date: 5/17/2023

PO Number: Invoice #: 2255544

Terms: COD

Amount Paid: _____

Check No.: _____

Remit-To: NOZZLE NOLEN, INC.
5400 BROADWAY
WEST PALM BEACH, FL 33407-2699
561-844-3544

Do you have our Mosquito service?

If not give us a call for a FREE inspection

and receive \$25 off your Initial New Mosquito service!!!!

Alpine Farms, Inc.
6325 SW Gator Trail
Palm City, FL 34990
800-668-6602

Invoice



Item 5.

Bill To:

Town of Lake Park
 535 Park Ave.
 Lake Park, FL. 33403

Date

Invoice #

5/11/2023

23-651-4

RECEIVED
By Merry Ann Russell at 12:12 pm, May 16, 2023

P.O. No.

Terms

Rep.

Net 30

S.K.

Job Site/Description
Amount

Bee Removal: 1100 2nd Court
 Lake Park, FL

600.00

Removal of 2 swarms of bees nesting:

1. Exposed on a limb of a Mango tree in the back yard.
2. Under dresser on rear patio

Service Warranty Terms & Conditions:

Only immediate nesting area of removed swarm warranted.
All resealing instructions must be followed or warranty will be void.

Please remit payment at your earliest convenience. Charges carried past agreed remittance will incur a 1.5% interest charge per month.

For billing related questions, please contact 772-286-3850 or email accounting@alpinefarms-bees.com

Sales Tax (7.0%)

\$0.00

Total

\$600.00

Payment

\$0.00

Balance Due

\$600.00

We sincerely thank you for the opportunity to provide our services.

www.alpinefarms-bees.com

23-651-4

**ALPINE FARMS**

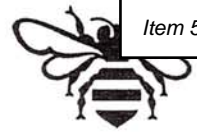
6325 SW Gator Trail

Palm City, FL 34990

(800) 668-6602

alpinefarms_bees@yahoo.com

www.alpinefarms-bees.com



Item 5.

DATE: 5-11-23

Customer <i>Town of Lake Park</i>	C/O <i>Code Enforcement</i>
Job Address <i>1100 2nd Ct</i>	Billing Address <i>535 Park Ave</i>
City, State, Zip <i>Lake Park, FL</i>	City, State, Zip <i>Lake Park, FL</i>
Phone <i>561 881-3321</i>	PO / WO #

PEST TYPE

Honey Bees ☒Wasps ☐Yellow Jackets ☐Exclusion ☐Other ☐

TREATMENT AREA

Roof ☐Soffit ☐Wall ☐CBS ☐Framed ☐Mobile Home ☐Shed ☐Tree / Bush ☒Shed ☐Valve ☐Pedestal ☐Utility Pole ☐Exposed ☐Other ☒

TREATMENT METHOD

Drill & Flush ☒Treatment Applied to Nesting Area ☒

Nesting Area Removed

Yes ☒No ☐Entry Sealed ☐Exterior Residual Applied ☒

Repairs Required

Yes ☐No ☒

TECH NOTES

*Two swarms of bees nesting
① exposed on limb of Mango
tree in back yard.
② under dresser on rear
patio*

ROOFER / EQUIPMENT

n/a

WARRANTY / REPAIR INSTRUCTIONS

None

SERVICE WARRANTY TERMS AND CONDITIONS



Only immediate nesting area of removed swarm warranted

Prompt repairs and proper sealing required or warranty will be VOID

Repairs are Customer Responsibility

WARRANTY

None ☐30 Days ☒90 Days ☐Other ☐

NON-REMOVAL OF HONEYCOMB WARRANTY STATEMENT



The most important part of any honey bee removal service is the removal of the bees, honeycomb and brood nesting. Leaving dead bees, any brood nesting or honeycomb in place could possibly lead to numerous other problems as described below:

Odors from fermenting honey, dead bees and brood nesting left inside the structure, also flies, roaches, wax moths and small hive beetle larvae emerging 2-4 weeks after treatment.

Honey that is left will begin to leak and possibly stain inner or outer wall.



If you request that we only treat an interior nesting area and do not want to open the affected area to properly remove all bees, brood nesting and honeycomb, the issues described above will not be covered by the service warranty.



<i>Steve Kirch</i>
Tech Signature
<i>Approved via proposal</i>
Customer Print
Customer Signature
I hereby acknowledge the satisfactory completion of the above described work

PLEASE PAY FROM THIS INVOICE

SUBTOTAL

\$ *600⁰⁰*

SALES TAX

\$ *-0-*

TOTAL CHARGES

\$ *600⁰⁰*

DATE PAID:

☒ Net 30☐ Cash☐ Check #☐ Credit Card #

AVOID AREA OF INFESTATION FOR AT LEAST 72 HOURS DUE TO REMAINING FIELD BEES AND PERSONAL SAFETY



Thank You For Your Business!

Leave us a review at <http://alpinefarms-bees.com/google/>

RESOLUTION NO. 50-08-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE PAYMENT FOR THE ABATEMENT COSTS ASSOCIATED WITH 1100 2ND COURT IN THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered pursuant to the Code Enforcement procedure in Chapter 9 of the Town of Lake Park Code of Ordinances to request that nuisance violations are abated; and

WHEREAS, the property located at 1100 2nd Court (“Property”) was sold in November 2022 and pursuant to subsequent discussion between the Town Attorney, Town Manager and Community Development, it was decided to abate the outdoor conditions; and

WHEREAS, the Town’s Community Development Department abated the Property using outside contractor services; and

WHEREAS, Chapter 2 of the Town Code requires Town Commission approval for the purchase of any goods or services exceeding \$10,000; and

WHEREAS, the abatement costs for the Property totaled **\$15,176.40**: \$14,226.4 for 1-800-GOT JUNK (outside storage), \$600 for Alpine Farms (beehive), and \$350 for Nozzle Nolan (pest control).

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

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

Section 2. The Town Commission hereby authorized and directs the Town Manager to execute payment for the abatement costs associated with 1100 2nd Court, to include: \$14,226.4 for 1-800-GOT JUNK (outside storage), \$600 for Alpine Farms (beehive), and \$350 for Nozzle Nolan (pest control) identified in **Exhibit A**.

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

EXHIBIT A
INVOICES FROM VENDORS

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

Agenda Item No.

Agenda Title: Ordinance Approving a Moratorium on the Acceptance of Seawall Repair and Reconstruction Permit Applications.

☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☒ **ORDINANCE ON 2nd READING**
☐ NEW BUSINESS
☐ OTHER: _____

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of
Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.g
ov, c=US
Date: 2023.07.26 09:54:37 -04'00' **Date:** _____

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: Town Manager/Community Development	Costs: \$ N/A at this time. Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Ordinance → Legal Ad
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>ND</u> OR Not applicable in this case Please initial one.

Summary Explanation/Background:

A seawall provides a high degree of protection against coastal flooding and erosion. The Town's recent vulnerability, risk and adaptation assessment and structural report have determined that the Seawall adjacent to the condo buildings on Lake Shore Drive is failing. In an attempt to ensure the Town's provisions provide for long-term sustainability and protection against climate change and sea level rise, the Town Manager is requesting that the Commission consider enacting a Moratorium on the acceptance of Seawall repair and reconstruction permit applications.

At the June 7, 2023 Commission meeting, the Commission was informed that the Town Attorney had advised that the Commission would first need to be presented with information to demonstrate the necessity of a Moratorium. At the June 7, 2023 meeting, the Commission was presented with a

copy of the Lake Park Seawall Assessment (Parts 1 and 2) and a copy of the Seawall Presentation originally provided in 2021.

At this June 7, 2023 meeting, the Commission directed Staff to proceed with a Moratorium based upon this information and to work with the Town Attorney to prepare an Moratorium ordinance.

The Moratorium Ordinance is enclosed.

This Ordinance was approved on 1st reading at the July 19, 2023 Commission meeting.

Recommended Motion: I move to **ADOPT** the Moratorium Ordinance on 2nd reading.

ORDINANCE NO. 06-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING A MORATORIUM PERTAINING TO APPLICATIONS FOR PERMITS TO CONSTRUCT OR REPAIR SEAWALLS; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED ONE YEAR TO ENABLE THE TOWN TO ADOPT ANY NEW OR REVISED REGULATIONS PERTAINING TO SEAWALLS; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS FOR PERMITS FOR SEAWALLS; PROVIDING FOR THE AREA WHICH IS SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has such powers and authority as is set forth in the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission finds that it is necessary to enact a moratorium on permits for the construction or repair of seawalls in the town to enable the Town Manager and staff to evaluate whether to recommend the adopt amendments to the land development regulations governing seawalls; and

WHEREAS, the Town Commission finds that a moratorium is necessary and appropriate so that the Town Manager and staff are provided with sufficient time to evaluate the sufficiency of the Town's existing land development regulations and to consider new land development regulations; and

WHEREAS, the Town Commission finds that it may be necessary to enact new regulations, or to revise existing regulations to manage the anticipated new development and/or redevelopment; and

WHEREAS, the Town Commission finds that it is appropriate and necessary to direct the Town Manager to direct the Community Development Department to study, and as necessary and appropriate, prepare new or revised regulations pertaining to the construction and/or repair of seawalls in the town; and

WHEREAS, the Town Commission finds and declares that the enactment of this moratorium ordinance furthers the public's health safety, and general welfare.

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

SECTION 1. Legislative Findings and Intent. The Whereas clauses are incorporated herein, are true and correct, and represent the Town Commission's legislative findings and intent regarding the necessity of a moratorium.

SECTION 2. Moratorium Declared. The Town Commission hereby imposes a moratorium upon the processing or issuance of any applications for the repair or construction of seawalls for the earlier time of one calendar year; until the Town Manager has concluded that the staff has concluded its study and is not recommending any new regulations; or until the Town Commission has adopted new regulations. This moratorium is of a temporary nature so as to allow the study to be completed in a careful but expeditious manner, and for sufficient time for the adoption of any new or revised regulations for seawalls which are deemed appropriate to further the public's health, safety, morals, and general welfare.

SECTION 3. Issuance of Permits Withheld. During the period of the moratorium, the Town Manager is directed *not* to process or issue any applications for the construction or repair of seawalls in the town. During the period the permits are withheld, the Town Manager is directed to direct and administer his staff to study the necessity of the adoption of new or revised regulations pertaining to the repair or construction of seawalls in the town.

SECTION 4. Area Affected by the Moratorium. This Ordinance shall apply to all properties in the Town which are located as depicted on Exhibit "A" which is attached hereto and incorporated herein.

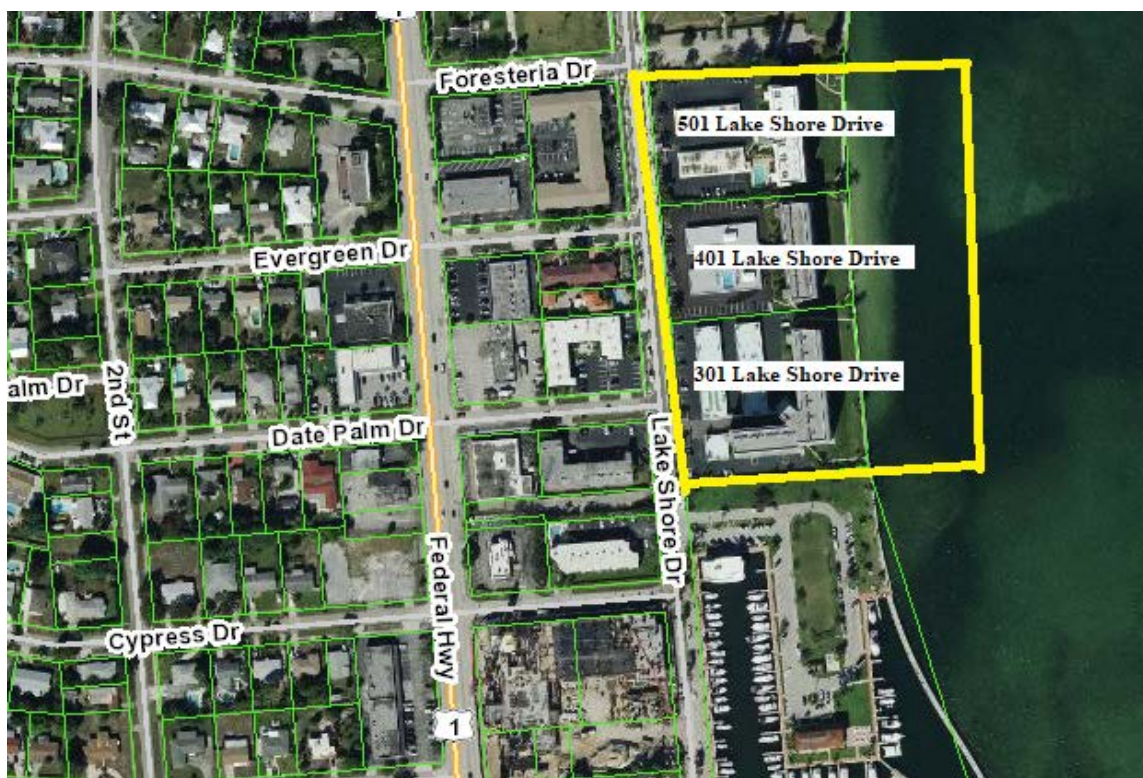
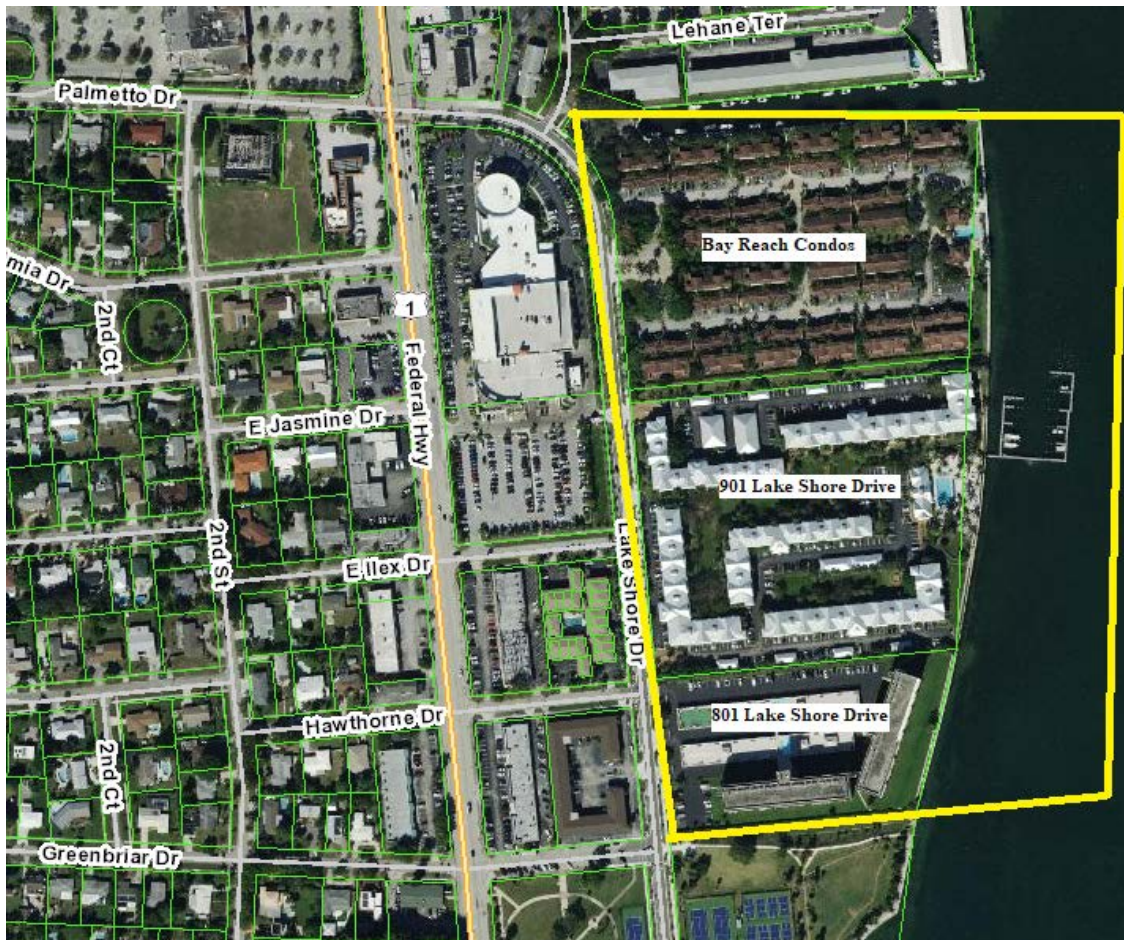
SECTION 5. Waiver. The Town Commission may grant a waiver to the processing of applications or issuance of permits in exigent circumstances such as where a property owner demonstrates extreme hardship or where there are circumstances that warrant the issuance of a permit for the safety of property owners, or their properties. Exigent circumstances cannot be based upon financial hardship alone.

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

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. Effective Date. This ordinance shall take effect upon the Mayor's execution.

EXHIBIT "A" Properties



Upon First Reading this _____ day of _____, 2023, the foregoing Ordinance was offered by _____, who moved its approval. The motion was seconded by _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER JOHN LINDEN	_____	_____
COMMISSIONER MARY BETH TAYLOR	_____	_____
COMMISSIONER JUDITH E. THOMAS	_____	_____

PUBLISHED IN THE PALM BEACH POST THIS 23rd DAY OF July, 2023

Upon Second Reading this _____ day of _____, 2023, the foregoing Ordinance, was offered by _____, who moved its adoption. The motion was seconded by _____, and being put to a vote, the result was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER JOHN LINDEN	_____	_____
COMMISSIONER MARY BETH TAYLOR	_____	_____
COMMISSIONER JUDITH E. THOMAS	_____	_____

The Mayor thereupon declared **Ordinance** 06-2023 duly passed and adopted this _____ day of _____, 2023.

TOWN OF LAKE PARK, FLORIDA

BY: _____
Mayor, Roger D. Michaud

ATTEST:

Town Clerk, Vivian Mendez

(Town Seal)

Approved as to form and legal sufficiency:

Town Attorney, Thomas J. Baird

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- [Create a new notice](#)
- [View All Notices](#)
- [My Account Info](#)
- [Logout](#)

ORDER DETAILS
Order Number: LSAR0014167
External Order #: 9078226
Order Status: Approved
Classification: Public Notices
Package: General Package
Final Cost: 179.22
Payment Type: Account Billed
User ID: L0019963
External User ID: 730028

ACCOUNT INFORMATION
Lake Park, Town Of
535 Park AVE
Lake Park, FL 33403-2603
561-881-3300
lweidgans@lakeparkflorida.gov
Lake Park, Town Of
Contract ID: GOVT

TRANSACTION REPORT
Date July 19, 2023 6:15:06 PM EDT
Amount: 179.22

ADDITIONAL OPTIONS
1 Affidavit

SCHEDULE FOR AD NUMBER LSAR00141670
July 23, 2023
Palm Beach Post

PREVIEW FOR AD NUMBER LSAR00141670

LEGAL NOTICE OF PROPOSED ORDINANCE
TOWN OF LAKE PARK
Please take notice that on Wednesday, August 2, 2023 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida to be held at 535 Park Avenue, Lake Park, Florida 33403 will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE 06-2023
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING A MORATORIUM PERTAINING TO APPLICATIONS FOR PERMITS TO CONSTRUCT OR REPAIR SEAWALLS; PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED ONE YEAR TO ENABLE THE TOWN TO ADOPT ANY NEW OR REVISED REGULATIONS PERTAINING TO SEAWALLS; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS FOR PERMITS FOR SEAWALLS; PROVIDING FOR THE AREA WHICH IS SUBJECT TO THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida
PUB: July 30, 2023 - The Palm Beach Post
Publication Dates L00000000



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

Agenda Item No.

Agenda Title: A Resolution Authorizing the Mayor to Execute a Comprehensive Agreement between the Town of Lake Park and Forest Development Acquisitions, LLC for a Qualifying Project pursuant to Fla. Stat. § 255.065, known as the Lake Park Harbor Marina

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

Approved by Town Manager

Date:

7-25-23

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

Originating Department: <p style="text-align: center;">Town Attorney</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachment:</u> Resolution and Copy of the Comprehensive Agreement between the Town of Lake Park and Forest Development Acquisitions, LLC for a Qualifying Project known as the Lake Park Harbor Marina
Advertised: Date: <u>7/27/2023</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<u>Yes I have notified everyone: BMT</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At its November 16, 2022 Town Commission meeting, representatives of Forest Development Acquisitions LLC (Forest) provided a public presentation of a proposed Qualifying Project pursuant to Fla. Stat. § 255.065 to redevelop property owned by the Town known as the Lake Park Harbor Marina (the Project). The Project is intended to permit Forest to develop five parcels of real property which together constitute the Lake Park Harbor Marina. The Project will consist of four components, which are illustrated in Exhibit C to the Comprehensive Agreement, a copy of which has been distributed to the Town Commission

- The Hotel Component
- The Boat Storage Component
- The Public Marina Component
- The Marina Restaurant Component

The Comprehensive Agreement will be incorporated by reference to the resolution authorizing and directing the mayor to execute the resolution.

The Project is expected to provide increased tax and other revenues to the Town and facilitate additional economic development in the Town.

The purpose of the Resolution, if adopted, is to direct and authorize the mayor to sign the Comprehensive Agreement on behalf of the Town.

Staff recommends approval of Resolution No. 48-07-23.

Recommended Motion: I move to approve Resolution 48-07-23.

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RESOLUTION 48-07-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO THE EXECUTE A COMPREHENSIVE AGREEMENT WITH FOREST DEVELOPMENT P3 LPM, LLC FOR THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA AS A QUALIFYING PROJECT PURSUANT TO § 255.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town owns five parcels of land comprising approximately 12 acres generally located on the Intercoastal Waterway east of Federal Highway and north of Silver Beach Road in the Town of Lake Park, Florida commonly known as the Lake Park Harbor Marina (the Marina) as more particularly described on Exhibit "A" attached hereto and incorporated herein (the Property); and

WHEREAS, in January of 2021, the Town received an unsolicited proposal pursuant to develop a proposed Qualifying Project pursuant to Fla. Stat. § 255.065 for the redevelopment of the Property for a mixed use project including uses of residential, commercial retail, offices uses, a hotel, restaurants, boat storage, and a public marina with boat slips and a public boat ramp; and

WHEREAS, the Town Commission has determined that the unsolicited proposal submitted by Forest Development meets the definition of a "Qualifying Project" as set forth in Fla. Stat. § 255.065; and

WHEREAS, one other unsolicited proposal for the redevelopment of the Marina as a proposed Qualifying Project was received by the Town; and

WHEREAS, the Town Commission considered both of the unsolicited proposals and determined that the unsolicited proposal from Forest Development P3 LPM, LLC (Forest

Development), was the most appropriate proposal for the redevelopment of the Property and its selected Forest Development as the developer of the Qualifying Project; and

WHEREAS, the Town published a notice in the Florida Administrative Register that it intended to enter into a Comprehensive Agreement with Forest Development and that it was seeking any other proposals for the redevelopment of the Marina as a Qualifying Project; and

WHEREAS, the Town did not receive any other proposals for the redevelopment of the Marina; and

WHEREAS, the Town Manager has presented to the Town Commission the Comprehensive Agreement (“Agreement”) between Forest Development Acquisitions P3 LPM, LLC (“Developer”) and the Town of Lake Park (“Town”), a copy of which is attached hereto and incorporated herein as **Exhibit 1**, for the development of the Property as a Qualifying Project pursuant to Fla. Stat. § 255.065;

WHEREAS, pursuant to the Comprehensive Agreement Forest Development is required to develop and maintain the Qualifying Project as public property and for the overall benefit of the Town’s residents.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby approves the Comprehensive Agreement between Forest Development Acquisitions P3 LPM, LLC, a copy of which is attached hereto and incorporated herein as Exhibit 1.

Section 3. The mayor is hereby authorized and directed to execute the Comprehensive Agreement on behalf of the Town.

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

July 11, 2023

FOREST DEVELOPMENT P3 LPM, LLC
COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of _____, 2023 (the “**Effective Date**”), by and between Forest Development P3 LPM, LLC, a Florida limited liability company (the “**Developer**”) and the Town of Lake Park, Florida, a Florida municipal corporation (the “**Town**” together referred to as the “**Parties**”).

RECITALS

WHEREAS, the Town holds all of the rights, title, and interests to six (6) parcels comprising approximately +/-12.01 acres of land generally located on the intracoastal waterway generally located east of Federal Highway and north of Silver Beach Road in the Town of Lake Park, Florida, and commonly known as Lake Park Harbor Marina (the “**Marina**”), as more particularly described on **Exhibit A** attached hereto (a parcel may be referred to herein as “**Parcel**,” or jointly as the “**Parcels**,” and collectively, as the “**Property**”);

WHEREAS, pursuant to Fla. Stat. § 255.065, the Developer submitted an unsolicited public-private proposal for a Qualifying Project involving the redevelopment of the Town’s public Marina;

WHEREAS, the Developer’s proposal also included residential, commercial uses, including retail, offices, restaurants, and a hotel; the expansion and reconfiguration of the marina and its boat slips; the relocation of an existing boat ramp; a boat storage facility; and public amenities (“**Project**”);

WHEREAS, the Developer’s proposed redevelopment of the Property meets the definition of a “Qualifying Project” as set forth in Fla. Stat. § 255.065;

WHEREAS, the Town received one other unsolicited proposal for the development of a Qualifying Project;

WHEREAS, the Town Commission reviewed the planned uses for the two unsolicited proposals for Qualifying Projects and were provided presentations by the development companies proposing the qualifying projects, the respective proposers’ qualifications, financial abilities, the design of the proposed project, and the development uses;

WHEREAS, the Town Commission selected the proposal of the Developer;

WHEREAS, following the selection of the Developer’s unsolicited proposal, pursuant to Fla. Stat. § 255.065, the Town published all statutorily required notices through the Florida Administrative Register seeking competitive proposals from other developers and advertised that it intends to enter into a comprehensive agreement with the Developer. The notices published by the Town (collectively, the “**Notice**”) are incorporated by reference into this Agreement; and

WHEREAS, the Town did not receive any other proposals as a result of its publication of the Notice;

WHEREAS, the Town and the Developer acknowledge and agree that the Marina must be maintained in perpetuity as public property and that the public must have access to the Marina and its facilities, including any expansion of the Marina;

WHEREAS, the Town intends to work collaboratively with Developer to develop the Property; and

WHEREAS, the Town and Developer are required to enter into this Comprehensive Agreement (hereinafter “**Agreement**”) pursuant to § 255.065 before the Property is redeveloped and to memorialize and agree to the respective obligations of the Parties in redeveloping the Property;

WHEREAS, the Town Commission finds and determines that the redevelopment of the Property subject to this Agreement is in the public’s best interests;

WHEREAS, this Agreement is for facilities to be developed on land that is owned by the Town;

WHEREAS, this Agreement provides adequate safeguards to ensure that the Town or Developer has the opportunity to add capacity to the proposed Project which will serve predominately public purposes;

WHEREAS, upon completion of the Marina Component of the Project, the Property now owned by the Town will continue to remain under the ownership of the Town;

WHEREAS, as set forth more fully herein, the Town plans to enter into one or more ground leases whereby the Town will lease the Property to Developer;

WHEREAS, the Town Commission has been presented with, and considered a reasonable finance plan that is consistent with Fla. Stat. § 255.065(9); and

WHEREAS, the Town has complied with the procurement procedures, project approval requirements of Fla. Stat. § 255.065(3) and (4).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and Town hereby agree as follows:

Article 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2. Definitions.

Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Affiliate**” of a Person shall mean: (i) with respect to Developer, the manager(s) of Developer or (ii) any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term “control” or “controlled” for these purposes means the ability, whether by ownership of stock or other equity interests, or by contract or other written agreement, to act as the Manager, Managing Member, President, Managing Director, or Managing Partner, as the case may be depending on the type of entity, or to otherwise have the power to direct, or cause the direction of, the day-to-day management and policies of the Person.

“**Agreement**” shall mean this Comprehensive Agreement.

“**Applicable Laws**” shall mean any applicable law, statute, code, ordinance, regulation, rule, permit, license, approval or other requirement now existing or hereafter enacted, adopted, promulgated, entered, or issued by any of the Governmental Authorities.

“**Authorized Financing**” shall mean acquisition, development, or construction financing consisting of, without limitation: debt financing, private equity, bonds, equity participations, joint venture, hybrid financing, commercial property-assessed clean energy (CPACE), mezzanine financing, or other financing arrangements, provided in each such event the material terms of all such financing arrangements shall be documented in a commercially reasonable manner such as

a loan commitment, term sheet, and/or letter of intent.

“Business Day” shall mean any day that the Town is open for business and local banks are open for business.

“Code” shall mean the Town of Lake Park Code of Ordinances, which sometimes may mean, depending on the context, the Land Development Regulations therein.

“Critical Path” shall have the meaning prescribed to it in Article 3 and Article 10 of this Agreement.

“Develop” means to plan, design, finance, acquire, install, construct, redevelopment, or the expansion of the Project.

“Development Order” means the final written approval from the Town of Lake Park authorizing the development of any Component of the Project after the expiration of any applicable appeal periods.

“Force Majeure” means acts of God, acts of war, material global supply chain disruptions, strikes, civil insurrection, riots, and pandemic.

“Governmental Authorities” shall mean the United States Government, the State of Florida, and any of its agencies, including specifically the Trustees of the Internal Improvement Fund, Palm Beach County, the Town of Lake Park, or any instrumentality of any federal, state, county or town agency or department.

“Government Approvals” shall include any building permit, zoning, plat or subdivision approvals, permit, approval, and/or, compliance with the rules of any state administrative agency, or the Trustees of the Internal Improvement Fund, or any other official action of the Town and other Governmental Authorities having the effect of permitting the development of land.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, non-profit, trust, association, or other entity.

“Preliminary Development Plan” shall mean the conceptual plan attached hereto as Exhibit “C”.

“Qualifying Project or Project” shall mean the planned development and vertical construction of uses, and such infrastructure on the Property in accordance with all government approvals that serve a public purpose.

“Site Plan” shall mean the site plans for each component of the Project proposed by the Developer during the site plan review process, as may be revised pursuant to the procedures required and set forth by the Town.

“TIIF” State of Florida Board of Trustees of the Internal Improvement Trust Fund.

Article 3. Purpose.

Purpose. The purpose of this Agreement is to provide the terms and conditions, and the obligations of the Parties regarding the redevelopment of the Property. The Property shall be developed in compliance with the Site Plan approved for each of the components by the Town Commission, the construction documents provided to the Town, and in accordance with all Applicable Laws and within the time periods set forth in the Critical Path (as hereinafter defined). From and after the date of this Agreement, the Developer shall diligently and expeditiously

perform its obligations as set forth herein and take all actions necessary to develop the Property in compliance with the Project timeline set forth in the Critical Path attached to and incorporated herein as **Exhibit “B”** and as further defined in Article 10 of this Agreement.

Article 4. Term and Ground Lease.

The Parties shall enter into four (4) separate ground leases for each component of the Project for a term of 99 years (hereinafter referred to individually as the “**Ground Lease**” or collectively as the “**Ground Leases**”) based upon terms set forth on **Schedule “1”**. The Developer shall provide the Town with the four (4) proposed Ground Leases within ninety (90) days from the Effective Date, and the Parties shall endeavor to execute the Ground Lease within thirty (30) days from the date Developer provides the proposed Ground Leases to the Town. In the event that the Town Commission does not approve and authorize the Ground Leases with the Developer, then this Agreement shall become null and void.

Article 5. Planned Unit Development.

The Developer shall prepare and submit an application to develop the Project as a PUD which is accompanied by a master plan, which shall be subject to the approval of the Town Commission in accordance with and pursuant to the Town Code. The PUD shall include a Master Plan specifying the location and proposed use for each component of the Project within the PUD. The PUD approval shall provide for the Developer to submit a separate Site Plan for each component of the Project and the PUD will further provide a phasing plan indicating the beginning and conclusion for each component of the Project. The Developer shall submit a traffic study which evaluates the expected traffic generated by the four Components which are part of the PUD to the Town and the Palm Beach County Traffic Engineering Division and obtain a traffic concurrency and build out letter from the County for the Project.

Article 6. Description of the Project.

The Qualified Project. The Developer submitted the Preliminary Development Plan, attached here to as **Exhibit “C”**, which preliminarily describes the development of the Project. The Developer plans to submit separate Site Plans concerning the development of the components of the Property, which shall meet the definition of a “Qualified Project” and which complies with all laws, regulations, rules, and procedures of the Town and applicable Government Authorities. The Developer anticipates the Site Plans to be submitted for the following components which shall constitute the Project (individually, “**Component**” or collectively, “**Components**”); the Developer further anticipates that the Site Plans may be revised and amended from time to time, all pursuant to and in accordance with the applicable rules, codes, laws, and procedures of the Town and other applicable Governmental Authorities:

(a) The Hotel Component: Located in Pod A as set forth in the Preliminary Development Plan attached hereto as **Exhibit C**, which includes, but, is not limited to a hotel, conference space, residential units, retail, restaurant, office, parking, resort pool and spa facilities, fitness studio and business center. The Developer plans to design and build the Hotel Component in a consistent architectural vernacular with the adjacent Nautilus 220 condominium project. The Hotel Component will be planned, have amenities and be designed as part of the integrated redevelopment of the Lake Park Marina.

(b) The Boat Storage Component: Located in Pod B as set forth in the Preliminary Development Plan attached hereto as **Exhibit C**, includes a dry boat storage facility, dry slips, amenity and event deck, captain’s quarters, marina director’s office, residential units, retail, restaurant, office and related improvement(s). The multi-use Boat Storage Component will be

designed in a consistent architectural vernacular as the N220 Condominium design. The boat storage facility provide a mixed use building supporting a variety of marina, vacation and hospitality uses.

(c) The Public Marina Component: Located in Pod C as set forth in the Preliminary Development Plan attached hereto as Exhibit C includes wet slips with plans to expand to the wet slips, boat ramp, outdoor showers, vehicle and boat trailer parking, fueling and pump out stations, floating docks, public space and related improvements. The Public Marina will be expanded to serve a wider variety of boats and size and offer amenities and services for the tenants of the marina as well as guest boaters.

(d) Marina Restaurant Component: Located in Pod C as set forth in the Preliminary Development Plan attached hereto as Exhibit C includes a restaurant, a retail general store, and marina operations. The Marina Restaurant will be designed to complement the other restaurant offerings in the Lake Park Marina area in furtherance of creating a boating, dining and entertainment destination.

Article 7. Site Plan.

For each Component of the Project, the Developer shall submit: a proposed Site Plan, landscaping plans, surveys, drawings, architectural design plans (with such architectural features and elements and elevations as are being proposed), a traffic concurrency letter from Palm Beach County, preliminary civil engineering, consistent with the Community Development Department's checklist requirements, and any other plans and specifications deemed necessary by the Town for the review of the proposed development, and the applications for any Government Approvals required for the development and construction of the Project.

The Site Plans for each Component will be subject to review by the Town's Planning and Zoning Board and the approval of the Town Commission for its determination that the Component is consistent with the PUD and the Town's Comprehensive Plan, and meets all of the requirements of the Town Code and all Applicable Laws of all applicable Governmental Authorities.

Article 8. Government Approvals.

8.1 Government Approvals. As soon as practicable, the Developer shall submit to the Town for its review and approval, all copies of all applications necessary to develop each Component of the Project as may be required by all Governmental Authorities.

The Town as the owner of the Property hereby agrees to execute and deliver to the Developer, all authorizations to submit applications to facilitate the Developer's obtaining all necessary Government Approvals to develop the Project. If this Agreement is terminated, Developer shall withdraw all of its pending applications to Governmental Authorities with respect to its applications for Governmental Approvals, and to terminate all agreements which have been entered into for the purposes of the development of the Project. This obligation shall survive termination of this Agreement.

8.2 Reverter Clauses. The Developer and the Town shall work together to obtain any necessary approvals from the Trustees of the Internal Improvement Fund to release and/or revise the Reverter Clauses described herein below to allow for the development of any or all parcels for any of the Components within the Project which are subject to said Reverter Clauses. There are at least ten (10) prior vesting deeds for the Parcels containing certain Reverter clauses,

easements, Trustees of the Internal Improvement Fund (“**TIIF**”) restrictions, a breakwater easement and other restrictions (collectively the “**Deed Restrictions and Reverter Clauses**”).¹ For illustrative purposes only, the Deed Restrictions and Reverter Clauses are shown on the Overlay Plan attached hereto as **Exhibit D**. The Town, as fee simple owner, has agreed to work diligently with the Developer and the Developer’s professionals to be engaged to resolve the Deed Restrictions and Reverter Clauses. The Town, the Developer, and the Developer’s professionals will work cooperatively to obtain deletions and/or modifications of the Deed Restrictions and Reverter Clauses with the State of Florida, the Department of Environmental Protection, and TIIF to release and remove the Deed Restrictions and Reverter Clauses to allow the development of the Project, in compliance with this Agreement, and without violating and/or triggering the Deed Restrictions and Reverter Clauses. Developer shall direct the Developer’s professionals it engages for this task to cooperate with and assist the Town in the Parties’ efforts to remove, terminate, and modify the Deed Restrictions and Reverter Clauses as may be required to construct the Project. Any and all of the commencement dates contemplated in this Agreement, including, but not limited to, any obligations of the Developer reference in the Critical Path and the commencement of the Ground Lease, shall not start until the earlier of (i) the date of the modification or termination of the Deed Restrictions and Reverter Clauses to the Town and Developer’s reasonable satisfaction, or (ii) the date that the Developer notifies the Town that it intends to proceed with the Project even if the Deed Restrictions and Reverter Clauses are not

¹ There are at least ten (10) deeds impacting the Parcels:

Deed 1: Easement Deed from Tesdem Corporation to the Town of Lake Park, Florida as recorded in Official Record Book 632, pages 467 through 468 of the Public Records of Palm Beach County, Florida. The easement is for the purpose of constructing and maintaining a drainage ditch; and

Deed 2: Dedication from Trustees of the Internal Improvement Fund (“TIIF”) to the Town of Lake Park, Florida as recorded in Official Record Book 1633, page 606 of the Public Records of Palm Beach County, Florida for public drainage and park purposes; and

Deed 3: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 688, page 507 of the Public Records of Palm Beach County, Florida; and

Deed 4: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 694, page 327 of the Public Records of Palm Beach County, Florida for public park and boat ramp purposes; and

Deed 5: Deed from Tesdem Corporation to the Town of Lake Park, Florida as recorded in Official Record Book 632, page 464 of the Public Records of Palm Beach County, Florida for public park or municipal dock and wharf; and

Deed 6: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 1239, page 59 of the Public Records of Palm Beach County, Florida for public purpose; and

Deed 7: Deed from Schmidt to the Town of Lake Park, Florida as recorded in Official Record Book 1154, page 25 of the Public Records of Palm Beach County, Florida; and

Deed 8: Sovereign Submerged Land Easement from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 11909, page 636 of the Public Records of Palm Beach County, Florida. The easement allows for the construction of a breakwater; and

Deed 9: Notice of Preservation of Interest from Bankers Life and Casualty Company to Town of Lake Park, Florida, as recorded in Official Record Book 1227, Page 535 of the Public Records of Palm Beach County, Florida; and

Deed 10: Right of Way Deed from George F. James and Olga Louise James to Town of Lake Park, Florida, as recorded in Official Record Book 1363, Page 375 of the Public Records of Palm Beach County, Florida.

fully terminated (the “**Commencement Date**”). In the event the Deed Restrictions and Reverter Clauses cannot be terminated to the satisfaction of either Party, then Developer shall have the right to seek amendments to this Agreement in accordance with Article 39 herein, including, but not limited to, modifying the timeline for the development of one or more of the Components referenced in the Critical Path. Notwithstanding anything to the contrary contained herein, the Parties hereby agree and acknowledge that if a certain Component of the Project cannot be developed due to the Deed Restrictions and Reverter Clauses, it is the intent of the Parties to exercise reasonable efforts to proceed with the remaining Components of the Project as contemplated by this Agreement.

Article 9. Third Party Reviews.

The Town Commission, may at its sole discretion in order to expedite the Government Approval process, including construction and inspection phase, and in accordance with Fla. Stat. §255.065 authorize such firms including but not limited to architects, attorneys, building plan reviewers, planning and landscape architecture, and engineering firms it engages or the services of such other firms as it deems necessary to review the Project in connection with the issuance of the Government Approvals for the Project. The Developer shall be responsible for any and all fees or costs of the firms the Town engages to review the Governmental Approvals sought by the Developer for the Components of the Project.

If the Developer elects to use a private provider to provide building plan review and inspection services pursuant to Fla. Stat. § 553.79, it shall notify the Director of the Community Development Department. Developer shall make payments directly to the private provider it has engaged to provide plan review and inspection services.

Developer shall prepare a traffic study and circulation plan for submission to the Palm Beach County Traffic Engineering Division and shall evaluate traffic and traffic circulation for each Component and collectively for all Components. The traffic study and Palm Beach County’s concurrency letter shall be submitted prior to the first Site Plan application for any Component.

Article 10. Project Timeline/Critical Path.

Critical Path. The Developer has proposed a timeline of expected activities and each Component pertaining to the development and construction of the Project, attached here to as **Exhibit “B”**. The timeline is incorporated herein and includes projected timeframe of permitting and construction schedules for each Component (the “**Critical Path**”).² The Developer shall submit quarterly to the Town an updated timeline accurately reflecting progress achieved and any anticipated changes in the Critical Path. If any updates shows that the progress of the work is delayed in comparison to the Critical Path, the Developer shall provide a recovery schedule with the general contractor’s recommended actions to correct the delay. No updates shall modify the contract time or any milestone dates required by this Agreement unless the parties execute a written document which modifies the contract time or such milestone date(s).

(a) The Developer shall timely initiate and diligently process all of the applications necessary to obtain Government Approvals to develop the Components of the Project in accordance with the Critical Path. Either the Developer or the Town Commission may propose an amendment to the Critical Path from time to time, but any modification must be agreed upon

² The Critical Path, attached hereto as Exhibit B, includes an accompanying Gantt chart. The Gantt Chart is only to be used for reference purposes. The text set forth in the Critical Path shall govern.

in writing. Developer shall work and consult with the Town as to modifications to the timelines set forth in the Critical Path. Subject to the approval of the Town Commission, the Critical Path shall only be modified as necessary and the modifications shall be implemented by way of an amendment to this Agreement.

(b) Notwithstanding any other provisions of the Agreement, the Critical Path may be extended for delays occasioned by the event of Force Majeure. Where there is an event of Force Majeure the Party prevented from or delayed in performing its obligations under this Agreement shall immediately notify the other Party giving full particulars of the event of Force Majeure preventing that Party from, or delaying that Party from performing its obligations under this Agreement. Upon completion of the event of Force Majeure and following a modification of the Critical Path approved by the Town Commission, Developer shall, as soon as reasonably practicable recommence the performance of its obligations under this Agreement. Developer shall also provide the Town Commission with a recovery schedule with the general contractor's recommended actions to correct the delays.

(c) The Developer shall provide notice to the Town in the event that the Developer is requesting an extension due to Force Majeure. The Developer shall provide written notice to the Town and identify the specific basis pursuant to which it is exercising its rights pursuant to the Force Majeure provisions applicable and provide supporting documentation which it believes to constitute an event of Force Majeure. The Town's Manager shall, within fifteen (15) business days after receipt of any such notice and supporting documentation, provide notice to Developer as to whether Town disputes the Developer's notice of Force Majeure. In the event the Town Commission agrees with the extension requested by Developer, or any portion of the requested extension, then the Commission may approve an amendment to the Agreement and the Critical Path. Notwithstanding the foregoing, any State of Emergency declared by the State of Florida or the Governor of the State of Florida shall automatically constitute a Force Majeure event.

(d) The Town shall cooperate with the Developer in processing all necessary Government Approvals, including removal of Deed Restrictions and Reverter Clauses on subject parcels to be issued by the Town, and to the extent necessary support the Developer's application to other applicable Governmental Authorities. The Parties recognize that certain Government Approvals may require the Town to take certain governmental actions.

(e) The Developer shall pay for all permitting fees, including, but not limited to mobility fees, impact fees, and all other costs and expenses associated with obtaining the Government Approvals necessary to develop the Project.

Article 11. Payment and Performance Bonds.

Prior to the commencement of any work on the Project, the Developer shall deliver to the Town payment and performance bonds, letters of credit, or other security in connection with the development and operation of the Project in the form and amount satisfactory to the Town Attorney and in compliance with Fla. Stat. § 255.05 (the "**Payment and Performance Bonds**").

Developer will ensure Payment and Performance Bonds are provided at all times during the performance of such work for the Project. Subject to compliance with Fla. Stat. § 255.065(5)(b), the Payment and Performance Bonds shall in all respects conform to the following requirements: (a) compliance with all applicable laws; (b) name the Town and Developer as obligees; and (c) be in a form and substance reasonably satisfactory to the Town and its legal counsel. The surety(ies) providing the Payment and Performance Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal

Register (Dept. of Treasury, Circular 570). Within ten (10) calendar days of issuance, Developer shall record the Payment and Performance Bonds in the Public Records of Palm Beach County, which maybe recorded by attaching the same to the notice of commencement

Article 12. Review and Inspections of the Project.

The Developer shall be responsible for the reimbursement to the Town of all costs and expenses incurred by the Town staff, its consultants, and the Town Attorney to administer this Agreement and all other costs and fees incurred by the Town to perform its obligations hereunder. Developer shall be responsible for all costs and expenses for the Town's review of the site plans, design, engineering, permitting, construction, administration, and inspections of the work for each of the Components of the Project including, but not limited to, the following: (a) all labor and materials for the construction of the Project; (b) compensation of the design professionals, civil and traffic engineers, and attorneys engaged by the Town in connection with the review of the Site Plans for the Components and overall Project and other documents prepared by Developer; (c) all permit, license, construction, mobility, and impact fees and other fees of such other Governmental Authorities which are legally required at any time during the Developer's planning, permitting and construction of the Project; and (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer, storm water drainage, telephone, cable, fiber, or electric.

Furthermore, the Developer shall coordinate with the Town as to the infrastructure improvements surrounding and affecting the Property, and to ensure that the designs and planning of the Project conform to the standards that are acceptable to the Town as required by Fla. Stat. §255.065(7)(a)2.

Article 13. Developer Obligations.

The Developer shall be responsible for the following in connection with the construction of the Project:

- (a) planning, design, engineering, and obtaining all Government Approvals;
- (b) development and construction of the Project in accordance with the Development Order(s) to be rendered by the Town for any Component, all Government Approvals, and the schedule set forth in the Critical Path;
- (c) all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities necessary for the construction of the Components of the Project;
- (d) all labor necessary for the construction of the Components of the Project;
- (e) ensuring that the contractors and subcontractors for the Components of the Project are properly licensed and have retained and maintain commercially reasonable insurance and worker's compensation coverage in an amount reasonably acceptable to the Town, and are properly skilled in the type of work required to develop and construct the Project;
- (f) ensuring that the Property remains free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection with the construction of the Project. In the event a lien for services or materials is recorded against the Property, the Developer shall be responsible for all costs and attorney fees incurred by the Town, including pre-litigation

or litigation which may be necessary to reach a settlement or judgement with respect to the disputed amount of the lien, and its release;

(g) proceeding diligently and in good faith to complete each Component of the Project as set forth in the Critical Path;

(h) obtaining the issuance of all certificates of occupancy or completion, and all other certificates, licenses, consents, and approvals required for the permanent occupancy, use and operation of each of the Components of the Project, in accordance with Applicable Laws and the Critical Path;

(i) relocating and accommodating existing marina licensees and tenants who may be impacted by the construction of the Project, subject to the approval of the director of the Marina; and

(j) constructing, in accordance with the PUD and associated Master Plan approved by the Town Commission, a public area suitable for community events, with the location and size to be determined through the site plan approval process.

Furthermore, Developer shall:

(k) Require the general contractor to agree to a “time is of the essence” substantially in the following form:

Time is of the essence. The construction schedule and all subsequent updates thereto shall use the “Critical Path Method,” accurately reflect the relationships between activities and clearly indicate the critical path activities. The Contractor shall submit an updated schedule accurately reflecting progress achieved and any changes in the Contractor’s planned activities. If any schedule update shows that the progress of the work is delayed in comparison to the construction schedule in excess of four (4) months, the Contractor shall provide a “recovery schedule” with the Contractor’s recommended actions to correct the delay, and get the work back on schedule, including overtime and additional labor. The recovery schedule shall not be considered to modify the contract time or any milestone dates as set forth in the Critical Path unless the Town agrees to a Change Order and agrees to modify the timeline in the Critical Path. The Contractor’s construction schedule shall be prepared, maintained, revised and updated in accordance with each application for payment.

(l) Obtain Town Commission approval, not to be unreasonably withheld, for any change orders on the Project that would materially amend the scope of the quality of the Project, or delay the development and construction of the Project in excess of four (4) months, in accordance with the Critical Path.

(m) Exercise good faith commercially reasonable efforts to complete the Components and the Project in a safe, good, and workmanlike manner within the times established in the Critical Path and in the most expeditious manner;

(n) Ensure all of the work performed pursuant to this Agreement is: (a) performed in accordance with Applicable Laws; (b) undertaken in such commercially reasonable manner as to minimize, to the extent reasonably practicable, material interference and not materially adversely affect the business or residential operations of the parties and their respective tenants, invitees, customers and/or guests; (c) done in a manner consistent with industry standards and providing for safety measures for persons and property as is standard within the construction industry, including, without limitation, appropriate fencing, dust control and security to prevent theft or

vandalism on the Property and/or any materials, vehicles or improvements located on the Property; and (d) done so as to keep the Property on which the construction is being undertaken in a neat and clean condition, with all material construction debris removed off site on a regular basis as required by the applicable construction contract; (e) executed in a good and workmanlike manner, free from defects, and that all materials shall be new or made of recycled materials generally accepted and used in the construction industry. Developer shall require its contractor to mitigate the level of noise arising from construction activity at the Property in accordance with the Town of Lake Park Code of Ordinances, which provides, “[t]he operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work is prohibited in the Town between the hours of 7:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday and only permitted from Monday through Saturday, 7:00 a.m. to 7:00 p.m. This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.”

(o) Use reasonable efforts to cause any general contractor to warrant the work for a period of one (1) year from the date of the completion of each material component of the Project, not to include, however, typical operating repairs and maintenance. Other than with respect to the foregoing warranty, all maintenance and repair obligations with respect to the work shall be the responsibility of the Developer. The Town and the Developer acknowledge that different Components of the Project may be completed prior to the entire Project being completed. Accordingly, such one (1) year warranty shall commence upon the issuance of a Certificate of Occupancy for each individual Component of the Project.

(p) Be responsible for the completion of the work necessary to complete the Components of the Project and be fully responsible for the payment of all monies due to any contractor or subcontractor performing the work; and obtain releases of all notices of commencement and, with each progress payment and final payment, obtain releases and waivers of liens from the general contractor and all subcontractors who have worked on or performed services related to the Project in accordance with Florida Statute Chapter 713;

(q) Comply with all Applicable Laws;

(r) Provide Payment and Performance Bonds, letters of credit, or other security as may be required for the Components and subject to the approval of the Town Attorney;

(s) Require the general contractor(s) for the Project to indemnify and hold harmless the Town, its elected and appointed officials, employees, agents and consultants, and Developer and its officers agents, directors and employees;

(t) Provide in its contract with the general contractor(s) that the Town is a third party beneficiary of the construction contract between the Developer and general contractor, and is entitled to enforce any rights thereunder for its benefit and that, subject to the terms of the applicable contract, the Town shall have the same rights and remedies that the other party has including, without limitation, the right to be compensated for any loss, expense or damage, of any nature whatsoever, and attorney fees, incurred by the Town resulting from any breach of such contract, any breach of representations and warranties, if any implied and expressed, arising out

of such agreements and any error, omission or negligence of the general contractor or any subcontractor under the construction contract;

(u) Plan, organize, supervise, monitor, direct, and control the work on the Project to ensure that it is done completely and efficiently and in accordance with the design and budget and protect the work from loss due to weather, theft, or other cause. Neither the Town nor Town funds shall be used to pay any Project costs;

(v) Employ adequate safety precautions to prevent damage, injury or loss to personnel, pertaining to the Project and the Property;

(w) Provide Town with copies of all reports, warranties, design documents and as-builts and assign all warranties to the Town;

(x) Upon request, allow Town reasonable access onto the Property while under construction for observation, inspection, monitoring, and testing as contemplated in Fla. Stat. § 255.065;

(y) Manage all licensed contractors working on the Project to ensure that any work not conforming to the Project designs and construction documents are corrected, removed, and/or replaced;

(z) In the event that the Developer needs staging areas outside of the Property, Developer shall obtain the necessary approval from the owner(s) of the such public or private properties and any Governmental Authority having jurisdiction which may be required to grant any approval for the use of such properties for staging; and

(aa) Comply with any and all other applicable requirements set forth in Fla. Stat. § 255.065 and Applicable Laws.

Article 14. Town Obligations.

In connection with this Agreement and the Project, the Town has agreed to:

(a) As more fully set forth in Article 8.2., work with the Developer to cause the release, removal, and/or modification of the Deed Restrictions and Reverter Clauses so that the development of the Project as contemplated herein will not violate nor trigger any of the Deed Restrictions and Reverter Clauses;

(b) Authorize the Developer to submit applications on behalf of the Town and take necessary actions on behalf of the Town, with the Town Commission's consent and approval, to address the Deed Restrictions and Reverter Clauses;

(c) Use its best efforts to facilitate an expeditious review of all permits and applications required by the Town;

(d) Provide Developer with copies of existing leases, contracts, employment contracts, the collective bargaining agreements of the Marina employees and members, and other contracts and agreement pertaining to the operations of the Marina that are currently in effect;

(e) Exercise best efforts to provide resources to advocate at the state, local, and federal levels for policies, programs, and funding that may benefit and support the Project; and

- (f) Use its best efforts to render the Development Order(s) for the Project.

In the event that the Town Commission fails to render a Development Order(s) for any Component of the Project, the Developer and the Town shall exercise reasonable efforts to amend this Agreement in accordance with Article 39.

Article 15. Financial Terms.

15.1 Marketing and Leasing. The Developer shall be solely responsible for the marketing, and leasing, and/or sale of all residential units and the Components in the Project. The Town shall have the right to object to any marketing and leasing activities that incorporate recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation, words or symbols or representations that are violent, obscene, offensive, or derogatory.

15.2 Financing of Project. The Finance Plan for the Project required by Fla. Stat. § 255.069(9) is attached hereto and incorporated herein as **Exhibit E**. The Parties acknowledge that the Developer may obtain private financing for the construction of the Components of the Project, and the Town shall exercise best efforts to cooperate with the Developer to allow the Developer to obtain financing for the construction of the Project.

15.3 Fees, Expenses, Public Benefits, and Community Centered Incentives. In compliance with Fla. Stat. § 255.065 (7), the Developer and the Town project that the Town will receive certain fees, lease payments, and/or service payments, as described below and as set forth in **Exhibit F** attached hereto and incorporated herein. Notwithstanding anything herein to the contrary, the payment obligations of the Developer, including fees and expenses set forth in this section, are contingent upon the Deed Restrictions and Reverter Clauses being terminated and/or removed so that the development of the Components of the Project and other improvements contemplated for the Project can be developed in accordance with the Development Order(s) approved by the Commission, or unless the Developer accepts the Development Order(s) to develop the Project without triggering any of the Deed Restrictions and Reverter Clauses.

(a) Project Review Fees. Subject to Developer's reasonable approval, the Developer shall pay all costs and fees incurred by the Town staff, Town Attorney, or consultants retained by the Town to review the development plans and to prepare such Development Orders as may be reasonably necessary for any of the Components and for any monitoring and compliance of the Project as required by any statute.

(b) Permit Fees. The Developer shall pay for all Government Approvals required for the expansion of the Marina including professional fees, legal fees and lobbyist fees.

(c) Project Assessment Fee. Subject to the Deed Restrictions and Reverter Clauses being removed or modified to Developer's satisfaction and this Agreement not otherwise being terminated, the Developer agrees to pay the Town a one-time Assessment Fee in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) on the one (1) year anniversary of the Effective Date of this Agreement. The Developer shall pay the fee in equal amounts of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for each of the four (4) Components of the Project.

(d) Component Assessment Fee. Commencing on the one-year anniversary of the issuance of a certificate of occupancy for the first Component of the Project, the Developer shall begin paying the Town, an annual marina fee of Seventy-Five Thousand and 00/100 Dollars

(\$75,000.00) for each of the four (4) Components (for a total of Three Hundred Thousand and 00/100 Dollars (\$300,000.00)), for a period of ten (10) years, as more fully set forth on **Exhibit F**.

(e) **Marina Expansion**. Upon the planned completion of the Marina expansion, the Developer shall pay the Town a certain portion of the rental amounts collected by Developer based upon the additional revenue earned from the new wet slips. This amount shall be calculated based on the number of additional wet slips leased to boat tenants above the existing number of 135 wet slips (the "**New Wet Slips**"), as may be approved in accordance with the Site Plan for the Public Marina Component. The Town shall receive ten percent (10%) of the revenue collected from Developer's rental of the New Wet Slips. The Developer's obligation to pay the Town in accordance with this Article 15.3(e) shall commence on the one-year anniversary of the issuance of a certificate of occupancy for the Public Marina Component, including any certificate of occupancy that may be required for the Marina expansion. The Town shall have access to the financial records and accounting to verify the revenues of the expanded marina.

(f) **Ad Valorem Taxes**. The Project is expected to generate increased ad valorem taxes, the payment of which shall be the Developer's responsibility.

(g) **Deposits**. Any and all payments from the Developer to the Town pursuant to the this Agreement shall be deposited into the Town's general fund in accordance with §255.065(8)(d).

Article 16. Books and Records

16.1 Upon execution of this Agreement by the Developer, the Developer shall maintain complete and accurate books, records, and accounts of all costs and expenses incurred in connection with the Public Marina Component, and any right of way improvements (such as sidewalks, water and sewer connections, and drainage). These records shall be made available to the Town within thirty (30) business days of the receipt of a written request from the Town.

Article 17. Default; Termination

Subject to and in accordance with Fla. Stat. § 255.065(7)(a)7., the following procedures shall govern the rights and responsibilities of the Parties in the course of the construction of the Project and in the event of the termination of the Agreement or a material default by the Developer:

17.1 **Developer Default**. Any of the following shall constitute an "Event of Default" on the part of the Developer, entitling Town to its remedies set forth herein:

(a) **Failure to Comply With The Agreement**. If the Developer shall fail to comply, satisfy, or perform any of its obligations, or any material term, covenant or agreement contained in this Agreement and such failure shall continue without remedy for thirty (30) calendar days after written notice thereof from the Town to the Developer; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) calendar days, such failure shall not constitute an Event of Default so long as the Developer provides Town with written notice within five (5) calendar days of receipt of the Town's default notice advising the Town that the default cannot be reasonably cured within thirty (30) calendar days and specifying the reasons therefore and identify a good faith estimate of the time to cure beyond the thirty (30) calendar day period. Upon approval of the Town Commission that the default cannot be cured within thirty (30) days, the Town Commission shall determine the time period within which the Developer is expected to cure the default. Thereafter, the Developer shall in good faith proceed diligently and continuously to cure the default, but in no event shall any additional time to cure granted hereunder exceed one hundred twenty (120) calendar days in the aggregate after

Developer's receipt of the original written default notice unless approved by the Town Commission; or

(b) Inaccuracy of Representation and Warranties. Any material representation or warranty made herein by the Developer shall prove to have been incorrect in any material respect as of the date made; or

(c) Failure to Commence Construction. Failure to commence and maintain construction of any Component of the Project in accordance with the timeline established by the Critical Path schedule (subject to extension by Force Majeure events), as it may be revised from time-to-time pursuant to an amendment to this Agreement; or

(d) Abandonment of Project. The abandonment of any Component of the Project by Developer for more than sixty (60) consecutive calendar days after construction begins, other than as a result of Force Majeure; or

(e) Failure to Adhere to the Critical Path. The failure of the Developer to adhere to the schedules set forth in the Critical Path, subject to extension as a result of Force Majeure; or

(f) Abandonment of Government Approvals. The Developer abandons or fails to actively and diligently continue to obtain any of the Government Approvals for a Component of the Project; withdraws any applications for Government Approvals of a Component without the consent of the Town Commission, or amends or re-submits any request for a Government Approvals without the approval of the Town; or

(g) Material Adverse Change of Financing of the Project. The occurrence of a material adverse change in the financial condition of the Developer that impairs the Developer's ability to perform or to cause to be performed its obligations under this Agreement; or

(h) Bankruptcy. The Developer shall fail to pay debts as such debts become due or shall admit in writing its inability to pay its or their debts as such debts become due or shall make a general assignment for the benefit of creditors; the Developer shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or them or for all or any substantial part of its or their company; or any case, proceeding or other action against the Developer shall be commenced seeking to have an order for relief entered against the Developer, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer or their debts under any law relating to insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Developer's company, and (i) the Developer shall by any act or omission, indicate its consent or approval, of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results, in the entry of an order for relief that is not fully stayed within sixty (60) calendar days after the entry thereof, or (iii) such, case, proceeding or action remains undismissed for a period of ninety (90) calendar days or more or is dismissed or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law; or

(i) Attachment/Garnishment. The issuance of any attachment or garnishment against the Developer and Developer's failure to discharge the same (by bond or otherwise) within sixty (60) calendar days from the issuance thereof which materially affects the Developer's ability to perform its obligations hereunder; or

(j) Judgments. Any one or more judgments, orders or decrees that may be entered against the Developer which materially interfere with Developer's ability to perform under this Agreement, unless such judgments, orders, or decrees are fully covered by effective insurance unless the Develop shall later cause such judgment order or decree to be vacated, discharged, stayed or bonded pending an appeal within thirty (30) calendar days from the entry of such judgment, order or decree.

17.2 Town's Remedies. Upon the occurrence of an Event of Default by the Developer, the Town shall be entitled to terminate this Agreement and to damages and/or equitable remedies (excluding specific performance) as set forth below:

(a) Upon the occurrence of an Event of Default by the Developer, and after providing Developer with the opportunity to cure an Event of Default pursuant to this Agreement, the Town shall have the right to require the Developer to assign to the Town, on a non-exclusive basis, all of Developer's assignable rights in and to any Government Approvals, the Ground Leases, construction contracts, and the plans and specifications produced in conjunction with those Government Approvals and the Project. The Developer shall deliver to the Town within thirty (30) calendar days, an assignment of all of Developer's assignable rights in and to all plans, construction documents, reports, studies, permits, drawings, and designs produced by the Developer and the Developer's contracted professionals as of the date of termination and Developer shall deliver to the Town a copy of such documents. Town shall also be entitled to any damages available at law including, without limitation, compensatory damages, punitive damages, consequential damages, and lost profit damages.

17.3 Town Default; Developer's Remedies; Termination. Any of the following shall constitute an "Event of Default" on the part of the Town, entitling Developer to its remedies set forth herein:

(a) Failure to Comply With The Agreement. If the Town shall fail to comply with its obligations contained in this Agreement and such failure shall continue unremedied for thirty (30) calendar days after written notice thereof from the Developer to the Town; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) calendar days, such failure shall not constitute an Event of Default, so long as the Town provides the Developer with written notice within five (5) calendar days of receipt of the Developer's default notice advising the Developer that the default cannot be reasonably cured within thirty (30) calendar days and specifying the reasons therefore and, identify a good faith estimate of the time to cure beyond the thirty (30) calendar day period. Upon approval of the Developer, the Town shall commence and thereafter is in good faith proceed diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed one hundred twenty (120) calendar days in the aggregate after Town's receipt of the original written default notice.

(b) Inaccuracy of Representation and Warranties. Any representation or warranty made herein by the Town shall prove to have been incorrect in any material respect as of the date made.

17.4 Developer's Remedies. If Town fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Town hereunder, and such failure to perform or observe is not cured within thirty (30) Calendar Days after written notice thereof from Developer to Town, then, provided Developer is not in material default herein, Developer's remedies for such default shall be limited to the recovery of the sum of: (i) Developer's actual and direct damages, incurred (but not consequential indirect, special, incidental or speculative damages including, without limitation, lost profits, lost opportunities and

punitive damages); (ii) Developer's receipt of the Deposits; and (iii) Developer's attorney fees and costs incurred by Developer to collect items (i) and (ii).

17.5 Termination. This Agreement (but not the Surviving Obligations) shall terminate upon the occurrence of the earlier of the following events:

- (a) A termination of this Agreement for an Event of Default for which it is responsible; or
- (b) Failure of the Town to approve any Development Order(s) for the Site Plan necessary to develop the Project; or
- (c) The completion of the development and construction of the Project and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement.

17.6 Effect of Termination. If this Agreement terminates, the Developer shall, as soon as practicable, but in no event later than the fifteenth (15th) calendar day after a termination notice is given, or such shorter period of time in the event of emergency or a life/safety issue:

- (a) Furnish all documents and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder, including, without limitation, the delivery to the Town all documents required hereunder for any period not covered by prior reports at the time of termination. With regard to the originals of all documents pertaining to the Project, the possession of which are retained by the Developer after termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the Town; and (iii) not destroy originals without first offering to deliver the same to the Town.
- (b) Notwithstanding anything herein to the contrary, all representations and warranties of Developer shall survive the termination of this Agreement for a period of one (1) year along with any other obligations (excluding Developer's indemnity obligations in Article 18 which shall continue to survive termination) of Developer that expressly survive termination or by their nature need to survive termination in order to provide the Town with ability to enforce its rights and remedies hereunder.
- (c) Notwithstanding the above in the event of an Event of Default by the Town and the Developer elects to terminate this Agreement, Developer shall have no obligation or responsibility to produce documentation referenced in this subsection except for such documentation that may be required by Chapter 119, Florida Statutes, the Public Records Act, or subpoena lawfully issued.

Article 18. Indemnification.

18.1 Indemnification by the Developer. The Developer agrees to indemnify and hold the Town, its former and current elected and appointed officials, agents, consultants and employees harmless, to the fullest extent permitted by law, from all liabilities, losses, interest, damages, costs and/or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the Town arising out of, from, or in any way connected with or arising from the negligence, recklessness, or intentional wrongful misconduct of the Developer in the performance of its obligations under this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the Town with respect to any liability, loss, damages, costs or expenses suffered as a result of the negligence, gross negligence and/or willful misconduct of the Town. To the extent this indemnification clause

or any other indemnification clause in this Agreement is subject to the provisions of Chapter 725, Florida Statutes, and such does not comply with Chapter 725, Florida Statutes, as such may be amended, such provision shall hereby be interpreted as the parties' intention for the indemnification clauses and to comply with Chapter 725, Florida Statutes, as such may be amended.

18.2 Limitation on Indemnification. Developer shall not have any obligation to indemnify or defend the Town against any claims brought against the Town by any third party challenging: (i) the Town's legal authority to lease all or any portion of the Property; (ii) the Town Commission's judgment in leasing all or any portion of the Property; or (iii) the Town Commission's decision to enter into this Agreement or the terms and provisions of this Agreement, regardless of whether such claim seeks monetary damages or injunctive, declaratory or other relief. Provided however, that if any third party brings any claims against the Town and the Developer, the Developer shall have the responsibility to defend the allegations against it. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. Any tort liability to which the Town is exposed under this Agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section § 768.28, Florida Statutes, as it may be amended. The Town expressly does not waive any of its rights and immunities under § 768.25.

Article 19. Commercial General Liability Insurance.

Prior to any activity by the Developer, Contractor, or Subcontractor on any portion of the Property, and at all times during the Term of this Agreement, and in accordance with Fla. Stat. § 255.065(7)(a)4., Developer shall procure and continuously maintain a policy of commercial general liability insurance, a copy of which shall be filed with the Town and accompanied by certificates of coverage, each in the form and amount satisfactory to the Town and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the Project.

19.1 General Insurance Provisions.

- (a) All policies shall be executable in the State of Florida.
- (b) All insurers shall maintain an AM Best rating of A-VIII or better.
- (c) The terms and conditions of all general insurance policies shall not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, Developer shall not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.
- (d) Developer's insurance policies shall be primary over any and all insurance available to the Town, whether purchased or not, and must be non-contributory.
- (e) The Developer and its general contractor shall be solely responsible for payment of all deductibles and retentions contained in their respective insurance policies. The Town shall be included as an "Additional Insured" on the Commercial General Liability policy and any Umbrella Liability policies, if applicable.

19.2 Evidence of Insurance. Prior to the commencement of any development or construction, Developer shall provide satisfactory evidence of the required insurance to the Town. Satisfactory evidence of insurance is a certificate of insurance in an amount deemed acceptable by the Town.

19.3 Cancellations and Renewals. All insurance policies shall specify that they are not subject to cancellation or non-renewal without a minimum of thirty (30) days notification to the Developer, and a minimum of ten (10) days notification for non-payment of premium. The Developer shall provide the Town a minimum of thirty (30) days written notice if any policies are cancelled or not renewed, and ten (10) days written notice of cancellation for non-payment of premium. If a policy is cancelled or not renewed, then Developer shall obtain a new policy which provides the same coverages as the policy which has been cancelled or which has not been renewed.

19.4 Required Coverages. Developer shall procure and maintain the following insurance coverages:

(a) General Liability Insurance. Developer shall be required to obtain General Liability Insurance with an each occurrence limits of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(b) Dockside Liability, Jones Act, or USL&H Insurance. Developer shall be required to obtain Dockside Liability, Jones Act, or USL&H Insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00); if a watercraft is used in the course of this work the contractor shall maintain watercraft liability insurance with limits not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence.

(c) Workers Compensation Insurance. Developer shall be required to obtain Workers Compensation Insurance in accordance with Florida statutory requirements.

(d) Professional Liability (Errors & Omissions) Insurance. Developer shall ensure that the Contractor and professionals involved in the design and construction of the Project have Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than five million Dollars (\$5,000,000) per occurrence with a deductible per claim not to exceed ten percent (10%_ of the limit of liability. Developer shall notify the Town in writing within third (30) days of any claim filed or made against its Professional Liability Insurance Policy. Developer acknowledges that the Town is relying on the competence of the Developer to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Developers negligent errors and omissions, Developer shall promptly rectify them at no cost to the Town and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

(e) Business Automobile Liability. Developer shall ensure that the contractor and sub-contractors involved in the Project shall provide insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

(f) Pollution Liability Insurance. Developer shall ensure that the Contractor, subcontractors and professionals involved in the design and construction of the Project provide Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than Five Million Dollars (\$5,000,000) each incident and a general aggregate limit of no less than Five Million Dollars (\$5,000,000). This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or

contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Article 20. Property Reports.

20.1 Town Existing Studies. The Developer acknowledges that the Town has previously provided to Developer copies of all existing engineering studies, surveys, maps, and reports in the Town's possession pertaining to the Property (the "**Property Reports**"). The Town consents to Developer's use of the Property Reports in connection with the development of the Project, but the Town makes no representations or warranties as to the validity, accuracy, or reliability of the Property Reports, and the Town shall not be liable for any errors or omissions in the Property Reports, or for any use of the Property Reports by Developer. Within thirty (30) calendar days after the Effective Date, the Town shall deliver to Developer a written list describing all Property Reports delivered to Developer.

20.2 Assessment Reports. The Town acknowledges that the Developer conducted a condition assessment of the Marina. Prior to the execution of this Agreement, the Developer shall provide the Town with any or all drafts or final assessment reports pertaining to the assessment of the Marina.

Article 21. Representations and Warranties.

21.1 Developer. The Developer represents and warrants to the Town as follows:

(a) That (i) the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized and upon execution and delivery by the Developer shall constitute the valid and binding agreement of the Developer enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, shall not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, municipal or administrative proceedings, consent decrees or judgments against Developer which would materially and adversely affect Developer's ability to perform its obligations hereunder.

(c) That the Developer has the credit worthiness and financial capacity to reasonably obtain conventionally acceptable financing to complete this Project.

21.2 Town. The Town represents and warrants to the Developer that it is a municipal corporation of the State of Florida duly organized under the Constitution and Chapter 166, Florida Statutes; (ii) the execution, delivery and performance of its obligation as provided for in this Agreement have or shall be duly authorized upon execution and delivery of this Agreement by the Town and shall constitute the valid and binding agreement of the Town enforceable in accordance with the remedies herein; and (iii) the execution and delivery of this Agreement and the performance by the Town hereunder does not currently conflict with or breach or result in a default under any other agreement to which the Town is bound.

21.3 Survival. The representations and warranties set forth herein shall survive the expiration or earlier termination of this Agreement.

Article 22. Restrictions On Transfer and Assignment of Agreement.

22.1 Transfers. For purposes of this Agreement, a “Transfer” is any total or partial sale, assignment, or conveyance of any of the following: (i) Developer’s interest in any Ground Lease; (ii) Developer’s interest in this Agreement; (iii) Developer’s interest in the Project or any Component or part thereof; (iv) the Developer’s ownership interest in Forest Development P3 LPM, LLC; (v) any series of such Transfers, or any contract or agreement to do any of the same, that have the cumulative effect of a sale or transfer; or (vi) any other transaction or series of transactions in the nature of a sale. The term “Transfer” shall exclude any collateral assignment of this Agreement in connection with any financing for the Project.

22.2 Restrictions on Transfer. Except for as set forth in the following provision, Developer represents and agrees that it shall not cause or effectuate any Transfer without the approval of the Town Commission, with such approval not to be unreasonably withheld by the Town. Any Transfer not approved by the Town nor authorized by the following provision shall be null and void and of no force or effect.

22.3 Transfers Not Requiring Town Consent. Developer may effectuate the following Transfer without the approval of the Town Commission:

(a) Transfers To or Among Affiliates. Developer may transfer, license, lease, sublease, and/or assign, its rights and interests of the Agreement and any Ground Lease to an Affiliate, provided that Developer remains the manager of such Affiliate.

(b) Licenses and Subleases. Developer may license, lease, and/or sublease, portions of the Property, in whole or in part, to any third party pursuant to the terms of any Ground Lease to be executed by the Developer and the Town.

22.4 Effect on Transfer. Following any Transfer, the Acceptable Transferee shall have all of the obligations of the “Developer” under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject relating to the transferred interest.

Article 23. Ownership and Control of Developer.

Developer shall not substitute the key principal of Developer, Peter Baytarian, without the prior approval of the Town. The Town agrees not to unreasonably withhold its approval of the substitution of Developer’s key principal(s), provided that the Town determines that the qualifications of the substituted individual(s) are comparable in reputation, experience, and competence as compared to the key principal being substituted. Notwithstanding anything to the contrary contained in this Agreement, the approval by the Town for a substitution of Developer’s key principal shall not be required upon completion of the Project.

Article 24. Inspections.

24.1 In accordance with Fla. Stat. §255.065(7)(a)3., the Town shall have reasonable access to inspect the Project to ensure the activities are acceptable to the Town in accordance with this Agreement.

24.2 In accordance with Fla. Stat. §255.065(7)(a)5., the Town shall monitor the Developer’s performance as its established maintenance practices with respect to the Project to ensure that it is properly maintained.

Article 25. Financial Statements.

In accordance with Fla. Stat. § 255.065(7)(a) 6., the Developer shall periodically file with

the Town appropriate financial statements that pertain to the Project. The periodic financial statements shall be subject to review by the Town's Director of Finance and acceptance by the Town.

Article 26. Notices.

All notices, requests, consents, demands, approvals or other communications required or permitted under this Agreement shall be in writing, addressed to the person identified below, and delivered either by: (a) hand delivery, (b) overnight courier by a nationally recognized courier, with all fees prepaid; Registered or Certified Mail, return receipt requested and postage prepaid; or delivered by email with "FORMAL NOTICE UNDER COMPREHENSIVE AGREEMENT" in the subject line:

(a) If to the Town:

Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

With copies to:

Town of Lake Park
Attention: Town Attorney
535 Park Avenue
Lake Park, Florida 33403

(b) If to the Developer:

Forest Development P3 LPM, LLC
Attn: Peter Baytarian
11231 US Highway 1, Suite 354
North Palm Beach, Florida 33408
peter@forestdevelopment.com

And to:

Saul Ewing LLP
Attn: Anthony Kang
701 Brickell Avenue, 17th Floor
Miami, Florida 33131
Anthony.kang@saul.com

With a copy to:

Zabik & Associates, Inc.
Attn: Larry Zabik
11398 Okeechobee Blvd, Suite 2
Royal Palm Beach, Florida 33411
lzabik@zabikandassociates.com

Each such notice shall be deemed delivered: (i) if delivered by hand, the date the receipt

is signed; (ii) if sent by overnight courier, on the courier's confirmation of delivery date, or (iii) if sent by Registered or Certified Mail, upon receipt as indicated by the date on the signed return receipt.

Article 27. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

Article 28. Project Representatives.

The Town hereby appoints the Town Manager, or his designee to serve as its representative. The Developer hereby appoints Peter Baytarian to serve as its representative. The parties may change their respective designated representative(s) at any time by providing written notice in accordance with Article 26 to the other party.

Article 29. No Permit.

This Agreement is not and shall not be construed as a development agreement or development order or permit as set forth in Chapter 163, Florida Statutes.

Article 30. Governing Law.

The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Article 31. Captions.

Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Article 32. Entire Agreement and Amendment.

This Agreement constitutes the entire agreement between the Parties. No amendment or modification shall be effective unless approved in writing by the Developer and the Town.

Article 33. No Joint Venture.

The Developer shall not be deemed to be a partner or a joint venture with the Town, and the Developer shall not have any obligation or liability, in tort or in contract, with respect to the Property, either by virtue of this Agreement or otherwise, except as may be set forth herein.

Article 34. Severability.

If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Article 35. Successors and Assigns.

Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

Article 36. Pronouns.

Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

with respect to such breach.

Article 45. Signage.

Subject to the reasonable approval of the Town and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property.

Article 46. Construction.

This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

Article 47. Venue.

This Agreement shall have been deemed to have been executed by the Parties within Palm Beach County, Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida or federal court in the Southern District of Florida.

Article 48. WAIVER OF JURY TRIAL.

The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Article 49. Safety and Protection.

49.1 Developer shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the Project. Developer shall take all necessary safety precautions (required by Applicable Laws), and shall take commercially reasonable industry practices and precautions, to prevent damage, injury or loss to:

- (a) all persons on the Property or who may be affected by the construction;
- (b) all work and materials and equipment to be incorporated in the Project, whether in storage on or off the Property; and
- (c) other property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities (i.e., the Force Main) not designated for removal, relocation or replacement in the course of construction.

49.2 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety or persons or property to protect them from damage, injury or loss, and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Project.

49.3 Developer shall cause its general contractor to be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws.

[The Balance of the Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Comprehensive Agreement to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

Forest Development P3 LPM, LLC,
A Florida limited liability company

AGENDA COPY ONLY. NOT FOR SIGNATURE
By: _____
Peter Baytarian, Manager

Date: _____

TOWN:

AGENDA COPY ONLY. NOT FOR SIGNATURE.
_____, **Attest;**
A Florida municipal corporation

By: _____
Mayor

By: _____
Town Clerk

Date: _____

Approved as to form and legal sufficiency

By: _____
Town Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Portions of Lots 16 through 24 and 28 through 31, Inclusive, Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Comer of Lot 24, aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85° 19' 00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3° 07' 00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85° 19' 00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2° 27' 21", distance of 246.86 feet to the point of intersection of the Easterly right-of-way of said US Highway No. 1 and the Northerly right-of-way of Silver Beach Road; thence 88° 06' 00" East along the Northerly right-of-way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet, thence Easterly along the arc of said curve through a central angle of 10° 55' 57", a distance of 50.0 feet to the Point of Beginning.

PARCEL 2:

Lot 25, Block 114, KELSEY CITY (NOW LAKE PARK), according to the Plat thereof, recorded in Plat Book 8, Page 15 and 23, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

LOTS 26 AND 27, BLOCK 114, LAKE PARK, F/K/A KELSEY CITY, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 83, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED MORE PARTICULARLY ON EXHIBIT "A".

PARCEL 4:

Lots 28, 29, 30 and 31, Block 114, LAKE PARK (formerly Kelsey City), Florida, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, LESS the following described property:

Beginning at the Northwest corner of Lot 31, aforesaid; thence Easterly along the Northerly line of said Lot 31, a distance of 92.40 feet to a point; thence Southerly making an interior angle of 88 degrees 27' 01" from West to South, a distance of 100.04 feet to a point in the Southerly line of Lot 28, aforesaid; thence Westerly, making an interior angle of 91 degrees 33'59" from North to West, a distance of 87.92 feet to the Southwest corner of said Lot 28; thence Northerly, making an interior angle of 91 degrees 00'00" from East to North, a distance of 100.01 feet to the point of beginning.

PARCEL 5:

That part of Government Lot 4 of Section 21, Township 42 South, Range 43 East, lying Easterly of the Plat of Kelsey City, on file in the office of the Clerk of the Circuit Court in and for Palm

Beach County, Florida, recorded in Plat Book 8, Pages 18, 23 and 35; bounded on the North by an extension Easterly of the South line of Lot 28, Block 114, as shown on the said Plat of Kelsey City, Florida, and bounded on the South by the South line of said Government Lot 4.

PARCEL 6:

Beginning at a point on the East line of Lake Shore Drive as shown on the Plat of Kelsey City, Florida, on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, where the Easterly extension of the North line of Lot 17, of Block 115, of Kelsey City, Florida, according to said Plat thereof, intersects said East line of Lake Shore Drive; thence run in an Easterly direction along the Easterly extension of the said North line of Lot 17, Block 115, Kelsey City, Florida, to the waters of Lake Worth; thence run in a Southerly direction along the waters edge of Lake Worth to a point where the Easterly extension of the South line of lot 28, Block 114, of Kelsey City, Florida, according to said Plat thereof, meets the waters edge of Lake Worth; thence run in a Westerly direction along the Easterly extension of said South line of Lot 28, Block 114, Kelsey City, Florida, to the point where said Easterly extension of the South line of Lot 28, Block 114, Kelsey City, Florida, intersects the East line of said Lake Shore Drive; thence run in a Northerly direction along the said East line of Lake Shore Drive to the point of beginning.

PARCEL 7:

A portion of the Plat of Kelsey City (now known as the Town of Lake Park), according to the Plat thereof, as recorded in Plat Book 8, Pages 15 and 23 of the public records of Palm Beach County, Florida, being described as follows:

Beginning at the Northeast corner of Lot 31, Block 114, as shown on said Plat; thence along the Easterly prolongation of the North line of said Lot 31, North 84°52'19" East a distance of 60.08 feet; thence South 05°41'54" East a distance of 108.23 feet; thence South 00°34'54" East a distance of 223.07 feet to the South line of Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida; thence along said South section line, being coincident with the South right-of-way line of Silver Beach Road as shown on said Plat, North 88°32'54" West a distance of 246.19 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies North 16°23'12" West, a radial distance of 312.04 feet; thence leaving said South section line and continuing along said South right-of-way line, Westerly along the arc of the last described curve, through a central angle of 17°50'18", a distance of 97.15 feet to the point of tangency; thence continuing along said South right-of-way line, North 88°32'54" West a distance of 84.56 feet; thence North 01°21'09" West a distance of 50.06 feet to the North right-of-way line of said Silver Beach Road; thence along said North right-of-way line, South 88°32'54" East a distance of 87.01 feet to a point of curvature of a curve to the left having a radius of 262.04 feet and a central angle of 95°46'47"; thence along the Westerly right-of-way line of Lake Shore Drive as shown on said Plat, Northeasterly along the arc of said curve, a distance of 438.05 feet to the point of beginning.

EXHIBIT B

Marina Properties Redevelopment Project Critical Path

Note: All times 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 Leases: 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 Restrictions 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 Approval Date.

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.

Schedule 1 – Ground Lease Terms

Hotel Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 1 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, Tenant shall be responsible for removing any and all improvements made to the Premises during the Term.

Boat Storage Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 2 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

Public Marina Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 3 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

Marina Restaurant Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 4 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

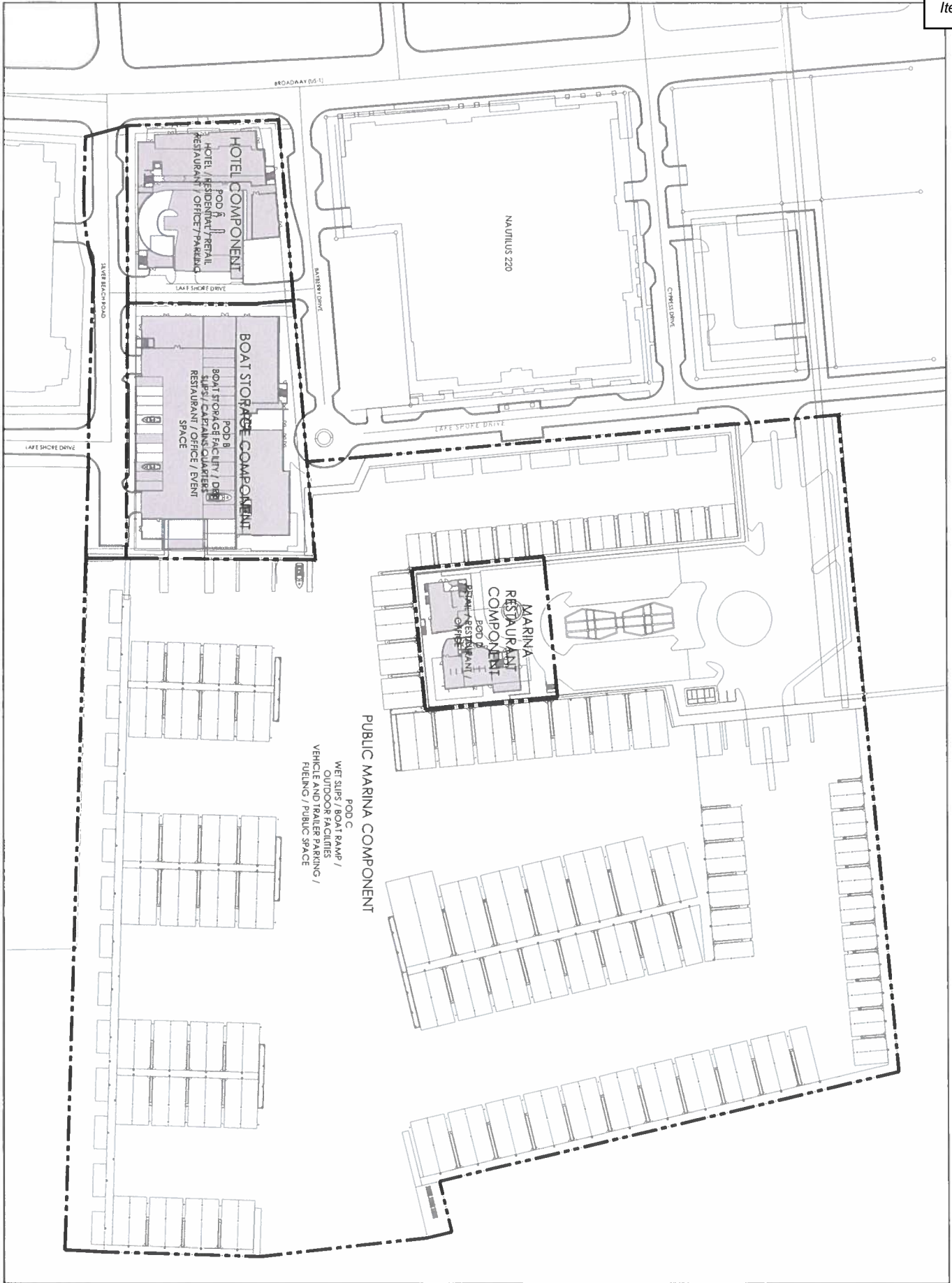
Activity Name					Org Duration	Early St.	Early Fin.
1	Master Critical Path 6.12.2023				1892	7/1/2022	9/4/2027
2	Complete Comprehensive Agreement				356	7/1/2022	6/21/2023
3	Site Plan Development & Finalization				210	5/24/2023	12/19/2023
4	Public input and workshop				0	6/21/2023	6/21/2023
5	Town Commission Review/Workshop				28	6/22/2023	7/19/2023
6	Mainna Permit Preparation				180	7/13/2023	1/8/2024
7	Approval of Comprehensive Agreement				0	7/19/2023	7/19/2023
8	Ground Lease (4) Submissions				90	7/20/2023	10/17/2023
9	Uplands Hotel Site Plan Submission				0	12/19/2023	12/19/2023
10	Hotel Site Plan Approval				210	12/20/2023	7/16/2024
11	Boat Storage Site Plan Approval				180	12/21/2023	6/17/2024
12	Mainna Permit Submission				0	1/8/2024	1/8/2024
13	Mainna Permit Review and Site Plan				730	1/9/2024	1/7/2026
14	Mainna Restaurant Site Plan Approval				150	3/29/2024	8/25/2024
15	Mainna Expansion P3 Negotiations Begin				380	4/30/2024	5/14/2025
16	Design and Permitting of Approved Plan				180	6/18/2024	12/14/2024
17	Mainna Upgrades Phase I Boat Ramp				300	6/18/2024	4/13/2025
18	Construction of Hotel				540	7/17/2024	1/7/2026
19	Construction of Boat Storage				365	12/15/2024	12/14/2025
20	Construction of Mainna Restaurant				270	6/24/2025	3/20/2026
21	Mainna Permit Approval				0	1/7/2026	1/7/2026
22	Mainna Resiliency Improvements				420	1/8/2026	3/3/2027
23	Mainna Upgrade Phase II Initial Expansion				365	1/8/2026	1/7/2027
24	Mainna Upgrade Phase III Full Expansion				240	1/8/2027	9/4/2027

For Reference Only

Activity	Resource Names & %Alloc	Event	Interface Event	Non-Cum. Original Profile	Non-Cum. Actual Profile	Non-Cum. Remaining Profile
Subproject	<div> <div>Name</div> <div>Early Finish</div> </div>		<div> <div>Name</div> <div>Early Start</div> </div>		<div> <div>Summary</div> <div>Early Start</div> </div>	<div> <div>Early Start</div> <div>Name</div> <div>Early Finish</div> </div>
Cum. Original Profile	Cum. Act.+Rem. Profile	Cum. Remaining Profile				

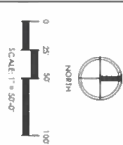
EXHIBIT C

Preliminary Development Plan



P3 LAKE PARK HARBOR MARINA
Lake Park, Florida

SHEET # PDP.1
PRELIMINARY
DEVELOPMENT PLAN
Drawing #: PDP.1.001
Drawing Date: 06/01/2023
Drawing By: JAC
Drawing Scale: 1" = 50'-0"

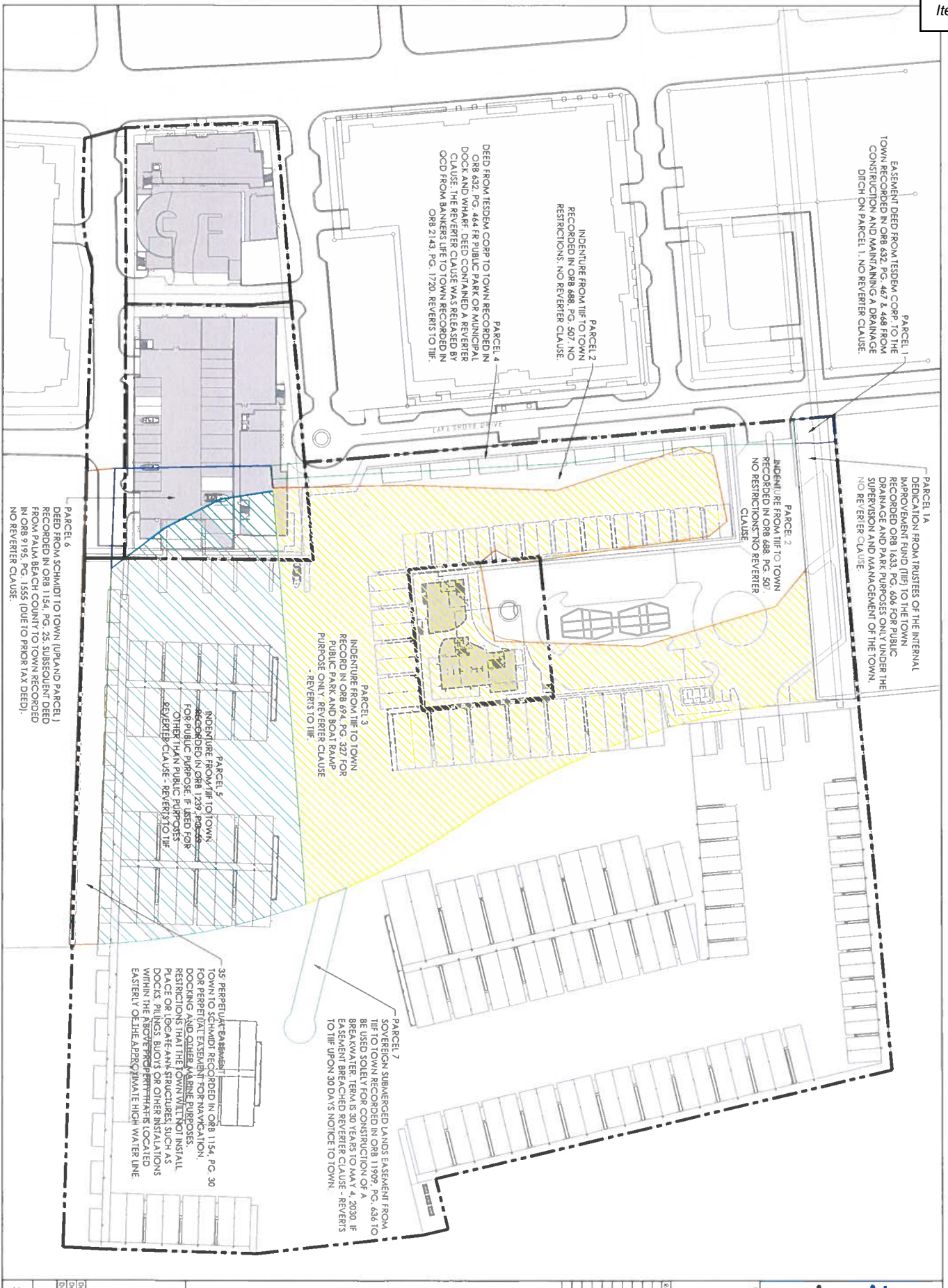


REVISIONS:

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planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
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www.insitestudio.com | license # LC16000606

EXHIBIT D

Overlay Plan



P3 LAKE PARK HARBOR MARINA
Lake Park, Florida

EXHIBIT E
Finance Plan

P3 Finance Plan

(to be included as an exhibit to the Comprehensive Agreement)

In accordance with Florida Statute 255.065, Forest Development P3 LPM, LLC (the “**Developer**”) proposes a financing plan for the four (4) components outlined in this Comprehensive Agreement that will be comprised of the following:

1. Each individual component will have a standalone proforma that includes all expected construction and development costs with a corresponding sources of funds section. The costs anticipated include professional fees, construction costs, permit fees, insurance, startup costs, and typical new development costs.
2. The sources of funds section for each of the four (4) components will be comprised as follows:
 - a. 10% - 20% owner equity. The owner’s equity will be made up of funds contributed by the Developer.
 - b. Financing or equity participation provided from either:
 - i) An institutional bank lender;
 - ii) A debt fund; or
 - iii) Commercial Property Assessed Clean Energy, issuing bonds, a private or public equity source.
3. During the development and construction of each component, these proformas will provide all of the funds necessary to complete each component.
4. Subsequent to the construction of each component, an operational proforma will be developed that will similarly consist of a sources and uses analysis. These operational proforma’s will identify the income expected from that component with corresponding operation and debt expenses identified resulting in a positive cash flow including the internal rate of return on the private investment for each component.
5. All of the proformas for each of the components will include any legally permissible funding sources.

The “public return on investment” (the “PROI”) analysis is included as a Comprehensive Agreement exhibit, which summarizes the return on investment to the Town of Lake Park over the course of the 99-year lease agreement.

Exhibit F
Projected Fees, Lease Payments, or Service Payments

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage										Year 10
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
P3 Assessment	\$ 1,200,000.00									
Marina Lease Payment*		\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
P3 Lease Payment										
Boat Storage Ad Valorem	0.0053474	\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41	\$ 101,608.89
Hotel Ad Valorem	0.0053474	\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,532.55	\$ 135,478.53
Marina Restaurant Ad Valorem	0.0053474	\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88	\$ 20,321.78
Marina Dock Expansion			\$ 25,500.00	\$ 51,000.00	\$ 51,510.00	\$ 52,025.10	\$ 52,545.35	\$ 53,070.80	\$ 53,601.51	\$ 54,137.53
Building Permits		\$ 765,000.00	\$ 56,250.00							
Additional State Sales Tax		TBD								
Mobility Fee		TBD								
New Lake Park Jobs		TBD								
Total Return per year	\$ 1,965,000.00	\$ 559,451.20	\$ 534,797.24	\$ 566,576.15	\$ 573,553.44	\$ 580,729.84	\$ 588,111.23	\$ 595,703.66	\$ 603,513.36	\$ 611,546.73

Permit Values	Marina Expansion Estimate
Hotel Building Permit	\$ 45,000,000.00
Boat Storage Building Permit	\$ 15,000,000.00
Marina Restaurant Permit	\$ 3,000,000.00
Total Permit Value	\$ 63,000,000.00
Assessed Values	
Hotel Assessed	\$ 20,000,000.00
Boat Storage Building Assessed	\$ 15,000,000.00
Marina Restaurant	\$ 3,000,000.00
Total Assessed Value	\$ 38,000,000.00

Added Dock Space Slips	Ln Ft Avg.
2026	50
2027	50
Total	100
rate	\$17.00
1% annual increase	

10 Year PROI	20 Year PROI	30 Year PROI	40 Year PROI	50 Year PROI
\$ 7,178,982.85	\$ 11,473,603.52	\$ 16,895,219.29	\$ 24,030,204.46	\$ 33,451,994.58
60 Year PROI	70 Year PROI	80 Year PROI	90 Year PROI	99 Year PROI
\$ 45,929,583.97	\$ 62,494,608.35	\$ 84,531,480.28	\$ 113,898,503.57	\$ 148,641,695.19

3% annual increase

6.26.2023

Year 20										
2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
\$ 300,000.00										
			\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61	
\$ 104,657.16	\$ 107,796.88	\$ 111,030.78	\$ 114,361.71	\$ 117,792.56	\$ 121,326.33	\$ 124,966.12	\$ 128,715.11	\$ 132,576.56	\$ 136,553.86	
\$ 139,542.88	\$ 143,729.17	\$ 148,041.04	\$ 152,482.28	\$ 157,056.74	\$ 161,768.45	\$ 166,621.50	\$ 171,620.14	\$ 176,768.75	\$ 182,071.81	
\$ 20,931.43	\$ 21,559.38	\$ 22,206.16	\$ 22,872.34	\$ 23,558.51	\$ 24,265.27	\$ 24,993.22	\$ 25,743.02	\$ 26,515.31	\$ 27,310.77	
\$ 54,678.90	\$ 55,225.69	\$ 55,777.95	\$ 56,335.73	\$ 56,899.09	\$ 57,468.08	\$ 58,042.76	\$ 58,623.18	\$ 59,209.42	\$ 59,801.51	
\$ 619,810.38	\$ 328,311.11	\$ 337,055.93	\$ 396,052.05	\$ 406,806.90	\$ 417,873.12	\$ 429,259.96	\$ 440,976.90	\$ 453,033.74	\$ 465,440.57	

Year 30									
2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
\$ 61,493.69	\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69	\$ 75,629.49	\$ 77,898.37	\$ 80,235.32
\$ 140,650.47	\$ 144,869.99	\$ 149,216.09	\$ 153,692.57	\$ 158,303.35	\$ 163,052.45	\$ 167,944.02	\$ 172,982.34	\$ 178,171.81	\$ 183,516.97
\$ 187,533.97	\$ 193,159.98	\$ 198,954.78	\$ 204,923.43	\$ 211,071.13	\$ 217,403.26	\$ 223,925.36	\$ 230,643.12	\$ 237,562.42	\$ 244,689.29
\$ 28,130.09	\$ 28,974.00	\$ 29,843.22	\$ 30,738.51	\$ 31,660.67	\$ 32,610.49	\$ 33,588.80	\$ 34,596.47	\$ 35,634.36	\$ 36,703.39
\$ 60,399.53	\$ 61,003.52	\$ 61,613.56	\$ 62,229.69	\$ 62,851.99	\$ 63,480.51	\$ 64,115.31	\$ 64,756.47	\$ 65,404.03	\$ 66,058.07
\$ 478,207.75	\$ 491,346.00	\$ 504,866.30	\$ 518,780.02	\$ 533,098.83	\$ 547,834.75	\$ 563,000.19	\$ 578,607.89	\$ 594,670.99	\$ 611,203.04

Year 40									
2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
\$ 82,642.38	\$ 85,121.65	\$ 87,675.30	\$ 90,305.56	\$ 93,014.73	\$ 95,805.17	\$ 98,679.33	\$ 101,639.71	\$ 104,688.90	\$ 107,829.56
\$ 189,022.48	\$ 194,693.15	\$ 200,533.94	\$ 206,549.96	\$ 212,746.46	\$ 219,128.86	\$ 225,702.72	\$ 232,473.80	\$ 239,448.02	\$ 246,631.46
\$ 252,029.97	\$ 259,590.87	\$ 267,378.59	\$ 275,399.95	\$ 283,661.95	\$ 292,171.81	\$ 300,936.96	\$ 309,965.07	\$ 319,264.02	\$ 328,841.94
\$ 37,804.50	\$ 38,938.63	\$ 40,106.79	\$ 41,309.99	\$ 42,549.29	\$ 43,825.77	\$ 45,140.54	\$ 46,494.76	\$ 47,889.60	\$ 49,326.29
\$ 66,718.65	\$ 67,385.84	\$ 68,059.70	\$ 68,740.29	\$ 69,427.70	\$ 70,121.97	\$ 70,823.19	\$ 71,531.43	\$ 72,246.74	\$ 72,969.21
\$ 628,217.97	\$ 645,730.14	\$ 663,754.33	\$ 682,305.76	\$ 701,400.13	\$ 721,053.58	\$ 741,282.75	\$ 762,104.77	\$ 783,537.28	\$ 805,598.46

Year 50									
2064	2065	2066	2067	2068	2069	2070	2071	2072	2073
\$ 111,064.45	\$ 114,396.38	\$ 117,828.28	\$ 121,363.12	\$ 125,004.02	\$ 128,754.14	\$ 132,616.76	\$ 136,595.26	\$ 140,693.12	\$ 144,913.92
\$ 254,030.40	\$ 261,651.31	\$ 269,500.85	\$ 277,585.88	\$ 285,913.45	\$ 294,490.86	\$ 303,325.58	\$ 312,425.35	\$ 321,798.11	\$ 331,452.06
\$ 338,707.20	\$ 348,868.42	\$ 359,334.47	\$ 370,114.50	\$ 381,217.94	\$ 392,654.48	\$ 404,434.11	\$ 416,567.14	\$ 429,064.15	\$ 441,936.07
\$ 50,806.08	\$ 52,330.26	\$ 53,900.17	\$ 55,517.18	\$ 57,182.69	\$ 58,898.17	\$ 60,665.12	\$ 62,485.07	\$ 64,359.62	\$ 66,290.41
\$ 73,698.90	\$ 74,435.89	\$ 75,180.25	\$ 75,932.05	\$ 76,691.37	\$ 77,458.28	\$ 78,232.87	\$ 79,015.20	\$ 79,805.35	\$ 80,603.40
\$ 828,307.03	\$ 851,682.27	\$ 875,744.02	\$ 900,512.73	\$ 926,009.47	\$ 952,255.93	\$ 979,274.44	\$ 1,007,088.02	\$ 1,035,720.35	\$ 1,065,195.86

Year 60										
2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	
\$ 149,261.33	\$ 153,739.17	\$ 158,351.35	\$ 163,101.89	\$ 167,994.95	\$ 173,034.79	\$ 178,225.84	\$ 183,572.61	\$ 189,079.79	\$ 194,752.19	
\$ 341,395.62	\$ 351,637.49	\$ 362,186.61	\$ 373,052.21	\$ 384,243.77	\$ 395,771.09	\$ 407,644.22	\$ 419,873.55	\$ 432,469.75	\$ 445,443.85	
\$ 455,194.16	\$ 468,849.98	\$ 482,915.48	\$ 497,402.94	\$ 512,325.03	\$ 527,694.78	\$ 543,525.63	\$ 559,831.40	\$ 576,626.34	\$ 593,925.13	
\$ 68,279.12	\$ 70,327.50	\$ 72,437.32	\$ 74,610.44	\$ 76,848.75	\$ 79,154.22	\$ 81,528.84	\$ 83,974.71	\$ 86,493.95	\$ 89,088.77	
\$ 81,409.44	\$ 82,223.53	\$ 83,045.77	\$ 83,876.22	\$ 84,714.99	\$ 85,562.13	\$ 86,417.76	\$ 87,281.93	\$ 88,154.75	\$ 89,036.50	
\$ 1,095,539.67	\$ 1,126,777.67	\$ 1,158,936.53	\$ 1,192,043.71	\$ 1,226,127.49	\$ 1,261,217.02	\$ 1,297,342.29	\$ 1,334,534.20	\$ 1,372,824.59	\$ 1,412,246.23	

Year 70											
2084	2085	2086	2087	2088	2089	2090	2091	2092	2093		
\$ 200,594.75	\$ 206,612.59	\$ 212,810.97	\$ 219,195.30	\$ 225,771.16	\$ 232,544.29	\$ 239,520.62	\$ 246,706.24	\$ 254,107.43	\$ 261,730.65		
\$ 458,807.16	\$ 472,571.38	\$ 486,748.52	\$ 501,350.97	\$ 516,391.50	\$ 531,883.25	\$ 547,839.75	\$ 564,274.94	\$ 581,203.19	\$ 598,639.28		
\$ 611,742.88	\$ 630,095.17	\$ 648,998.02	\$ 668,467.96	\$ 688,522.00	\$ 709,177.66	\$ 730,452.99	\$ 752,366.58	\$ 774,937.58	\$ 798,185.71		
\$ 91,761.43	\$ 94,514.28	\$ 97,349.70	\$ 100,270.19	\$ 103,278.30	\$ 106,376.65	\$ 109,567.95	\$ 112,854.99	\$ 116,240.64	\$ 119,727.86		
\$ 89,926.66	\$ 90,825.93	\$ 91,734.19	\$ 92,651.53	\$ 93,578.05	\$ 94,513.83	\$ 95,458.97	\$ 96,413.56	\$ 97,377.69	\$ 98,351.47		
\$ 1,452,832.89	\$ 1,494,619.35	\$ 1,537,641.41	\$ 1,581,935.97	\$ 1,627,541.01	\$ 1,674,495.68	\$ 1,722,840.28	\$ 1,772,616.31	\$ 1,823,866.52	\$ 1,876,634.97		

Year 80									
2094	2095	2096	2097	2098	2099	2100	2101	2102	2103
\$ 269,582.57	\$ 277,670.05	\$ 286,000.15	\$ 294,580.16	\$ 303,417.56	\$ 312,520.09	\$ 321,895.69	\$ 331,552.56	\$ 341,499.14	\$ 351,744.11
\$ 616,598.46	\$ 635,096.41	\$ 654,149.31	\$ 673,773.78	\$ 693,987.00	\$ 714,806.61	\$ 736,250.81	\$ 758,338.33	\$ 781,088.48	\$ 804,521.14
\$ 822,131.28	\$ 846,795.22	\$ 872,199.07	\$ 898,365.05	\$ 925,316.00	\$ 953,075.48	\$ 981,667.74	\$ 1,011,117.77	\$ 1,041,451.31	\$ 1,072,694.85
\$ 123,319.69	\$ 127,019.28	\$ 130,829.86	\$ 134,754.76	\$ 138,797.40	\$ 142,961.32	\$ 147,250.16	\$ 151,667.67	\$ 156,217.70	\$ 160,904.23
\$ 99,334.98	\$ 100,328.33	\$ 101,331.62	\$ 102,344.93	\$ 103,368.38	\$ 104,402.06	\$ 105,446.09	\$ 106,500.55	\$ 107,565.55	\$ 108,641.21
\$ 1,930,966.99	\$ 1,986,909.30	\$ 2,044,510.01	\$ 2,103,818.68	\$ 2,164,886.34	\$ 2,227,765.56	\$ 2,292,510.49	\$ 2,359,176.88	\$ 2,427,822.17	\$ 2,498,505.53

Year 90											
2104	2105	2106	2107	2108	2109	2110	2111	2112	2113		
\$ 362,296.43	\$ 373,165.33	\$ 384,360.29	\$ 395,891.10	\$ 407,767.83	\$ 420,000.86	\$ 432,600.89	\$ 445,578.92	\$ 458,946.28	\$ 472,714.67		
\$ 828,656.77	\$ 853,516.47	\$ 879,121.97	\$ 905,495.63	\$ 932,660.49	\$ 960,640.31	\$ 989,459.52	\$ 1,019,143.30	\$ 1,049,717.60	\$ 1,081,209.13		
\$ 1,104,875.69	\$ 1,138,021.96	\$ 1,172,162.62	\$ 1,207,327.50	\$ 1,243,547.33	\$ 1,280,853.75	\$ 1,319,279.36	\$ 1,358,857.74	\$ 1,399,623.47	\$ 1,441,612.17		
\$ 165,731.35	\$ 170,703.29	\$ 175,824.39	\$ 181,099.13	\$ 186,532.10	\$ 192,128.06	\$ 197,891.90	\$ 203,828.66	\$ 209,943.52	\$ 216,241.83		
\$ 109,727.62	\$ 110,824.90	\$ 111,933.14	\$ 113,052.48	\$ 114,183.00	\$ 115,324.83	\$ 116,478.08	\$ 117,642.86	\$ 118,819.29	\$ 120,007.48		
\$ 2,571,287.87	\$ 2,646,231.95	\$ 2,723,402.41	\$ 2,802,865.82	\$ 2,884,690.75	\$ 2,968,947.81	\$ 3,055,709.75	\$ 3,145,051.48	\$ 3,237,050.17	\$ 3,331,785.29		

Lake Park P3 PRCI Hotel, Restaurant, Marina Boat Storage

Year 99											
2114	2115	2116	2117	2118	2119	2120	2121			Through 2021	
										\$ 1,200,000.00	
										\$ 3,000,000.00	
\$ 486,896.11	\$ 501,503.00	\$ 516,548.09	\$ 532,044.53	\$ 548,005.86	\$ 564,446.04	\$ 581,379.42	\$ 598,820.80	\$ 616,785.43	\$ 19,509,633.01		
\$ 1,113,645.41	\$ 1,147,054.77	\$ 1,181,466.41	\$ 1,216,910.40	\$ 1,253,417.71	\$ 1,291,020.25	\$ 1,329,750.85	\$ 1,369,643.38	\$ 1,410,732.68	\$ 45,761,455.37		
\$ 1,484,860.54	\$ 1,529,406.36	\$ 1,575,288.55	\$ 1,622,547.20	\$ 1,671,223.62	\$ 1,721,360.33	\$ 1,773,001.14	\$ 1,826,191.17	\$ 1,880,976.91	\$ 61,015,273.82		
\$ 222,729.08	\$ 229,410.95	\$ 236,293.28	\$ 243,382.08	\$ 250,683.54	\$ 258,204.05	\$ 265,950.17	\$ 273,928.68	\$ 282,146.54	\$ 9,152,291.07		
\$ 121,207.56	\$ 122,419.63	\$ 123,643.83	\$ 124,880.27	\$ 126,129.07	\$ 127,390.36	\$ 128,664.26	\$ 129,950.91	\$ 131,250.42	\$ 8,181,791.92		
									\$ 821,250.00		
\$ 3,429,338.69	\$ 3,529,794.70	\$ 3,633,240.15	\$ 3,739,764.48	\$ 3,849,459.81	\$ 3,962,421.02	\$ 4,078,745.85	\$ 4,198,534.94	\$ 4,321,891.97	\$ 148,641,695.19		



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 2, 2023

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
☒ **NEW BUSINESS**
☐ OTHER: _____

Approved by Town Manager John D'Agostino

Digitally signed by John D'Agostino
 DN: cn=John D'Agostino, o=Town of Lake
 Park, ou=Town Manager,
 email=jdagostino@lakeparkflorida.gov,
 c=US
 Date: 2023.07.25 15:23:55 -0400'

Date: _____

Vivian Mendez, Town Clerk, MMC

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: n/a Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: Resolution: _____ Exhibit A: Master Fee Schedule
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> 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 _____.

RESOLUTION 51-08-23

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 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, which amended the master fee schedule; and

WHEREAS, this resolution is being adopted to update Resolution 49-08-22 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:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. 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.



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 paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge 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%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town’s Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$40.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise 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 <u>Retaining Private Providers for plan reviews and building code services:</u> 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.

	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: 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	\$1,000.00
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
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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 assessments, archeological or historic assessments, market studies, engineering studies or reports, 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.
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Code Section	FINE FEES Violation Description	Fine
	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.	
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10-153 and 10-154	Noise disturbance 1 st Offense	\$250.00
	2 nd Offense (minimum of 30 minutes following the 1 st offense and within the same 24-hour period)	\$350.00
	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 1 st offense	\$50.00
32 -57	Illegal watering 2 nd offense	\$250.00
32-57	Illegal watering 3 rd 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 per violation

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 Statutes 166.251 and 832.05	

Harbor Marina

Slip Leases		Fee
DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length)		
Annual (12 month minimum – Rate/Month)	Per Foot	\$25.00/ft.
E Dock Special (Less than 30')	Per Month	\$500.00
35' Floating Dock	Per Foot	\$27.50/ft.
Charter Annual		\$28.75/ft.
Commercial (requires a minimum lease of 8 slips)		\$23.13/ft.
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31		\$27.50/ft.
Winter Monthly – November 1 to April 30		\$33.75/ft.
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) mandatory fee		
110/30amp (Extra Cord Add \$40)		\$95.00/mo.
220/50amp (Extra Cord Add \$80)		\$137.00/mo.

Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	\$8.00/day
220/50amp (per day per cord)	\$11.00/day
Boat Ramp Fees	
Daily Boat Launch	\$10.00
Overnight Parking (Per Night)	\$33.00
Annual Pass	\$210.00
Semi-Annual Pass	\$105.00
Commercial Pass	\$410.00
Monthly Boat/Trailer Storage (Rate/Month)	
Boat/Trailer to 30'LOA	\$160.00/mo.
Boat/Trailer Greater than 30'LOA	\$185.00/mo.
Jet Ski single	\$105.00/mo.
Jet Ski double	\$160.00/mo.
Miscellaneous Fees	
Overnight Vehicle Parking (non-leaseholder)	\$11.00/night
Monthly billing service (manual)	\$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	\$15.00
Port Charge (50' LOA plus)	\$25.00
Finance Department charge for any returned check applies.	

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

Equivalent Stormwater Unit (ESU)	
2023-2024	\$25.52

Sanitation Fees	
Annual Assessment per unit – single-family	\$382.39
Mobile home	\$382.39
Multi-family less than 5 units/bldg.	\$382.39
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
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	
0 – 10 acres	\$59.13
11 – 99 acres	\$5.92/acre

100 + acres	\$591.25
Commercial dumpster collection & disposal rate chart	
<div> <div></div> <div>1X</div> <div>2X</div> <div>3X</div> <div>4X</div> <div>5X</div> </div> <div> <div>.5CY</div> <div>N/A</div> <div>72.54</div> <div>N/A</div> <div>N/A</div> <div>N/A</div> </div> <div> <div>2CY</div> <div>145.08</div> <div>290.16</div> <div>435.24</div> <div>580.32</div> <div>725.40</div> </div> <div> <div>3CY</div> <div>217.62</div> <div>435.24</div> <div>652.86</div> <div>870.48</div> <div>1088.10</div> </div> <div> <div>4CY</div> <div>290.16</div> <div>580.32</div> <div>870.48</div> <div>1160.64</div> <div>1450.80</div> </div> <div> <div>6CY</div> <div>435.24</div> <div>870.48</div> <div>1305.72</div> <div>1740.96</div> <div>2176.20</div> </div> <div> <div>8CY</div> <div>580.32</div> <div>1160.64</div> <div>1740.96</div> <div>2321.28</div> <div>2901.60</div> </div>	
The above schedule reflects the Town's current collection rate	\$13.93 per cubic yard of container
Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	\$2.814 per cubic yard
Total collection and disposal rate equals	\$16.74 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	
<div>2CY → \$55.86</div> <div>3CY → \$69.79</div> <div>4CY → \$83.72</div> <div>6CY → \$111.58</div> <div>8CY → \$139.44</div>	
Assigned Dumpster	\$13.93 per cubic yard container capacity
(\$13.93 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 \$16.74 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 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 Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Lake Shore Park Playground Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00
Non-Resident Rate	\$125.00
Lake Shore 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

Same version for CD as prior
approval_no changes

Nadia Di
Tommaso

Digitally signed by Nadia Di Tommaso
DN: cn=Nadia Di Tommaso, o=Town of Lake Park,
ou=Community Development Department,
email=ndtommaso@lakeparkflorida.gov, c=US
Date: 2023.07.24 09:46:35 -04'00'

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

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 paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge 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%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$40.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise 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 <u>Retaining Private Providers for plan reviews and building code services:</u> 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).		

2023

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.

	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	
	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
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	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	Domestic animals prohibited in park	\$50.00
11-14	Dogs running at large prohibited - leash required	
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
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24-39	Overloaded sanitation container (Residential)	\$50.00
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30 -35	Parking commercial vehicle in residential area	\$125.00
32 -57	Illegal watering 1 st offense	\$50.00
32 -57	Illegal watering 2 nd offense	\$250.00
32-57	Illegal watering 3 rd 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
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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 Statutes 166.251 and 832.05	

Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou,
email=jduvall@takeparkflorida.gov,
c=US
Date: 2023.07.25 10:04:18 -04'00'

Harbor Marina

Slip Leases		Fee
DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length)		
Annual (12 month minimum – Rate/Month)	Per Foot	\$20.00/ft. \$25.00/ft.
E Dock Special (Less than 30')	Per Month	\$400.00 \$500.00
35' Floating Dock	Per Foot	\$22.00/ft. \$27.50
Charter Annual		\$23.00/ft. \$28.75
Commercial (requires a minimum lease of 8 slips)		\$18.50/ft. \$23.13
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31		\$22.00/ft. \$27.50
Winter Monthly – November 1 to April 30		\$27.00/ft. \$33.75
Transient (Rate/Day)		
Summer – May 1 to October 31		\$2.75/ft. \$3.50
Winter – November 1 to April 30		\$3.25/ft. \$4.00
Utilities – Lease (water/garbage/electric) mandatory fee		
110/30amp (Extra Cord Add \$40)		\$95.00/mo. Same
220/50amp (Extra Cord Add \$80)		\$137.00/mo. Same

2023

Utilities – Transient (water/garbage/electric) mandatory fee		
110/30amp (per day per cord)	\$8.00/day	Same
220/50amp (per day per cord)	\$11.00/day	Same
Boat Ramp Fees		
Daily Boat Launch	\$10.00	Same
Overnight Parking (Per Night)	\$33.00	Same
Annual Pass	\$210.00	Same
Semi-Annual Pass	\$105.00	Same
Commercial Pass	\$410.00	Same
Monthly Boat/Trailer Storage (Rate/Month)		
Boat/Trailer to 30'LOA	\$160.00/mo.	Same
Boat/Trailer Greater than 30'LOA	\$185.00/mo	Same
Jet Ski single	\$105.00/mo.	Same
Jet Ski double	\$160.00/mo.	Same
Miscellaneous Fees		
Overnight Vehicle Parking (non-leaseholder)	\$11.00/night	Same
Monthly billing service (manual)	\$30.00/mo.	Same
Lost Key Replacement	\$25.00	Same
Pump out	\$5.00	Same
Water Tank Fill	\$10.00	Same
Water Tank Fill (50 gal plus)	\$15.00	Same
Port Charge	\$15.00	Same
Port Charge (50' LOA plus)	\$25.00	Same
Finance Department charge for any returned check applies.		

Per Jason Tenney
Marina Director

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

No changes for the library.

Judith K
Cooper

Digitally signed by Judith K Cooper
DN: cn=Judith K Cooper, o=Town of
Lake Park, ou=Lake Park Public
Library,
email=jcooper@lakeparkflorida.gov,
c=US
Date: 2023.07.25 10:37:37 -0400

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

Equivalent Stormwater Unit (ESU)	
2021-2022	\$12.50
2023-2024+2022-2023	\$25.52 \$12.50
2023-2024	\$25.52

2023

Sanitation Fees	
Annual Assessment per unit – single-family	\$258.37 \$382.39
Mobile home	\$258.37 \$382.39
Multi-family less than 4 units/bldg.	\$258.37 \$382.39
Multi-family more than 4 units/bldg.	\$0.00 \$174.07 \$382.39
Special Pickups	
Large vegetation piles greater than ten (10) cubic yards, one truck load greater than ten (10) cubic yards, but less than twenty (20) cubic yards, one truck load	\$40.00 per truck load plus cost of disposal
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) cubic yards, but less than twenty (20) cubic yards, one truck load	\$70.00, plus cost of disposal
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 “Basic Level of Service”.	\$30.00
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	
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 49.04 72.54 N/A N/A N/A
2CY	98.02 145.08 196.04 294.06 392.08 580.32 725.40
3CY	147.03 217.62 294.06 435.24 588.12 870.48 1088.10
4CY	196.04 294.06 392.08 588.12 784.16 1160.64 1450.80
6CY	294.06 435.24 588.12 870.48 1160.64 1740.96 2176.20
8CY	392.08 588.12 784.16 1160.64 1568.32 2321.28 2901.60
The above schedule reflects the Town's current collection rate	\$8.50 13.93 per cubic yard of container
Plus Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	\$2.814 per cubic yard
Total collection and disposal rate equals	\$11.31 16.74 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 → \$ → \$55.86	
3CY → \$ → \$69.79	
4CY → \$ → \$83.72	
6CY → \$ → \$111.58	
8CY → \$ → \$139.44	
Assigned Dumpster	\$11.31 13.93 per cubic yard container capacity
(\$ 8.50 13.93 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 \$11.31 per cubic yard rate, there will be an additional	\$25.00
In addition to the \$16.74 per cubic yard rate, there will be an additional	\$30.00

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Commercial Dumpster Locking Device Installation	\$100.00 <u>\$100.00</u>
Other Fees	
Application for Traffic Calming Measures <u>Swale Planting Permit Application</u>	\$50.00 <u>\$100.00</u>
Right-of-way Permit Application <u>Application for Traffic Calming Measures</u>	\$50.00 <u>\$100.00</u>
<u>Swale Planting Permit Application</u>	<u>\$100.00</u>

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 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 Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Lake Shore Park Playground Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00

Riunite Franks

Digitally signed by Riunite Franks
 DN: cn=Riunite Franks, o=Town of Lake
 Park, ou=Special Events Department,
 email=rfranks@lakeparkflorida.gov, c=US
 Date: 2023.07.25 10:56:17 -04'00'

Commercial Dumpster Locking Device Installation	\$100.00 00
Other Fees	
Application for Traffic Calming Measures Swale Planting Permit Application	\$50.00 \$100.00
Right-of-way Permit Application Application for Traffic Calming Measures	\$50.00 \$100.00
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 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 Park South Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
Lake Shore Park Playground Pavilion	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00

2023

Non-Resident Rate	\$125.00
Lake Shore 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

Public Records Request

Digitally signed by Vivian Mendez,

MMC

DN: cn=Vivian Mendez, MMC, o=Town
 of Lake Park, ou=Town Clerk,
 email=vmendez@lakeparkflorida.gov,
 c=US

Date: 2023.07.24 09:20:56 -04'00'

Vivian
 Mendez, MMC

\$100.00 standard
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 24 hrs.)
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