



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, December 06, 2023

Immediately Following the Community Redevelopment Agency Meeting

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

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

- [1.](#) Proclamation Recognizing Riunite C. Franks

PUBLIC COMMENT:

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

CONSENT AGENDA:

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

- [2.](#) Resolution 93-12-23 of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute a Contract with J & J, Inc., DBA Eagle Painting, for Painting the Exterior of the Town Hall Building.
- [3.](#) Resolution 94-12-23 of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute a Contract with LaPorta Contracting, LLC, for Work and Services Associated with Structural Repair Work to the Town Hall's Roof Truss Framing and Providing for an Effective Date.
- [4.](#) Resolution 95-12-23 A Resolution of the Town Commission of the Town of Lake Park, Florida, amending the Town budget for fiscal year 2022-2023 as previously adopted by Resolution No. 67-09-22; Providing for severability; Providing for the repeal of laws in conflict; and providing for the effective date thereof.
- [5.](#) November 15, 2023 Regular Commission Meeting Minutes
- [6.](#) Resolution 96-12-23 of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute the Second Amendment to the Contract with Shenandoah General Construction, LLC, for the provision of stormwater infrastructure maintenance and repair services.

BOARD MEMBER NOMINATION: NONE

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

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

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

OLD BUSINESS:

- [7.](#) Follow-up Discussion on Gravel Driveways In Residential Areas
- [8.](#) Parks Master Plan Projects Prioritization - Follow-up Discussion

NEW BUSINESS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 20, 2023

**PROCLAMATION
RECOGNIZING RIUNITE C. FRANKS
FOR HER OUTSTANDING CONTRIBUTIONS
TO THE LAKE PARK CENTENNIAL CELEBRATION**

WHEREAS; Riunite C. Franks commenced her employment with the Town of Lake Park on July 14, 2016 as the Special Events Director; and

WHEREAS; in addition to her already full-time duties, **Riunite C. Franks** was called upon to create events recognizing and celebrating the Town of Lake Park's Centennial Anniversary; and

WHEREAS; Riunite C. Franks has hosted meetings of the Centennial Celebration Committee after regular business hours a minimum of once per month, and often twice per month, for more than a year in order to plan for the execution of each event; and

WHEREAS; Riunite C. Franks has created consistently outstanding celebrations that honor Lake Park's 100-year history and reflect its current diversity and uniqueness; and

WHEREAS; the Town of Lake Park, Florida, wishes to publicly recognize **Riunite C. Franks** for her service and accomplishments in relation to the Town of Lake Park Centennial Celebration.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger D. Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize **Riunite C. Franks** for her exemplary work in creating and executing consistently superlative events for the Town of Lake Park Centennial Celebration.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida, to be affixed this 6th day of December, 2023.

ATTEST:

By: _____
Mayor Roger Michaud

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Originating Department: Town Manager

Agenda Title: Proclamation Recognizing Riunite C. Franks For Her Outstanding Contributions To The Lake Park Centennial Celebration

Approved by Town Manager: Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human Resources
 Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2023.11.30 16:08:35 -05'00'

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

Account Number: _____ **Finance Signature:** _____

Advertised: _____

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

Attachments: Proclamation

Please initial one:

_____Yes I have notified everyone

_____MA Not applicable in this case

Summary Explanation/Background:

Recommended Motion:



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute a Contract with J & J, Inc., DBA Eagle Painting, for Painting the Exterior of the Town Hall Building.

Approved by Town Manager: Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2023.11.30 15:33:02 -05'00'

Cost of Item: \$47,901.00 **Funding Source:** Historical Grant/PBC Discretionary Surtax Projects

Account Number: 301-521-301-63827 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
 DN: cn=Jeffrey P. Duvall, o=oi, email=jduvall@lakeparkflorida.gov, c=US
 Date: 2023.11.30 15:24:33 -05'00'

Advertised: Yes

Date: 09/18/2022 **Newspaper:** Palm Beach Post

Attachments:

1. Agenda Request Form (ARF)
2. Resolution
3. Contract for Waterproofing & Exterior Painting Work
4. Bid Proposal Response from J & J, Inc.

Please initial one:

X Yes, I have notified everyone

 Not applicable in this case

Summary Explanation/Background:

The Lake Park Town Hall is a nationally recognized historic building that is open daily for Town Business. In May of 2015, an independent consultant concluded that "the roof is in decline (and) is likely to fail if a significant wind event were to occur." Preserving the Town Hall ensures it remains open for public use.

While the building currently remains structurally sound for the most part, it is not watertight. Even brief rain events result in water permeating the walls and doors, leading to wet floors.

To address the roof deficiencies, Town staff published Invitation to Bid 15-2023 (ITB) to secure a qualified and experienced painting contractor to prepare and repaint the Town Hall building exterior.

Additionally, on September 21, 2023, Town staff received twelve (12) responses from contractors seeking to waterproof and paint the exterior of the Town Hall building. Upon review and evaluation of the responses to the ITB, Town staff determined that the response submitted by J & J, Inc., dba Eagle Painting, in the amount of \$47,901.00, carried the lowest cost and was a fully responsive bid.

Finally, in its response to the ITB, J & J, Inc., represented that it is qualified, willing, and able to satisfactorily provide the work requirements and services required in the ITB.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 93-12-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH J & J, INC., DBA EAGLE PAINTING, FOR PAINTING THE EXTERIOR OF THE TOWN HALL BUILDING; 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 is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the Town previously determined a need for waterproof and paint the exterior surfaces of the Lake Park Town Hall building (the "Project"); and

WHEREAS, the Town's Public Works Department staff prepared an Invitation to Bid No. 115-2023 the (ITB) to solicit bids from qualified bidders for the Project; and

WHEREAS, on September 21, 2023, the Town received twelve (12) bids in response to the ITB, and following their opening and evaluation, it was determined that the bid provided by J&J, Inc., dba Eagle Painting (the "Contractor"), in the amount of \$47,901.00, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the ITB, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work and services associated with the Project; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a contract with J & J, Inc., dba Eagle Painting, for waterproofing and painting services for the exterior surfaces of the Town Hall building.

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 Mayor is hereby authorized and directed to execute the contract with J & J, Inc., dba Eagle Painting, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

P:\DOCS\26508\00001\DOC\28Z1826.DOCXP:\DOCS\26508\00001\DOC\28Z1826.DOCX

CONTRACT FOR WATERPROOFING AND EXTERIOR PAINTING SERVICES.

THIS CONTRACT FOR WATERPROOFING AND EXTERIOR PAINTING SERVICES (the Contract)) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and J & J, Inc., dba Eagle Painting, with an address of 10062 NW 50th Street. Sunrise, Florida 33351 ("Contractor") (collectively, "the Parties").

RECITALS:

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 is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the Town's Public Works Department has determined that there is a need to waterproof and paint the exterior surfaces of the Lake Park Town Hall building (the "Project"); and

WHEREAS, the Town's Public Works Department staff prepared an Invitation to Bid No. 115-2023 (the ITB) to solicit bids from qualified bidders to complete the Project; and

WHEREAS, on September 21, 2023, the Town received twelve (12) bids in response to the ITB and following their opening and evaluation, it was determined that the bid provided by J&J, Inc., dba Eagle Painting (the "Contractor"), in an amount of \$47,901.00, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the ITB, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work requirements and services associated with the Project; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a contract with J & J, Inc., dba Eagle Painting, for the Project.

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

1. The recitals are true and correct and are incorporated herein.

2. COST OF SERVICES

The cost for the Project shall not exceed \$47,901.00.

3. LAWS AND REGULATIONS

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

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services associated with the Project and shall obtain and pay for all permits and/or inspections applicable to the Project. Any damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for the Contractor's failure to obtain and maintain any required licenses, certifications, permits, and/or inspections, or to comply with any federal, state, or local laws or regulations, shall be the sole responsibility of the Contractor.

5. SUBCONTRACTING

The Contractor shall provide to the Town a list of subcontractors the Contractor may use to complete the Project.

6. ASSIGNMENT

The Contractor shall not assign or transfer the Contract, including any rights, title, or interest therein, or its power to perform the services of this Contract to any person, company, or corporation without the prior written consent of the Town. Any purported assignment without the prior consent of the Town may result in termination of the Contract.

7. RESPONSIBILITIES AS EMPLOYER

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

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

8. INDEMNIFICATION AND INSURANCE

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

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

The Contractor shall submit a current Certificate of Insurance, naming the Town as an additional insured and listing the Town as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon lapse, cancellation, non-renewal, or termination of any insurance policy.

The Contractor shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **GENERAL LIABILITY INSURANCE** with each occurrence limits of not less than \$1,000,000.
- c. **PROFESSIONAL LIABILITY INSURANCE** with limits of not less than \$1,000,000 annual aggregate.

- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

9. CONTRACT TIME

The number of days within which, or the date by which, the Project is to be completed (the Contract Time) shall be 70 calendar days from the date of the notice to proceed to substantial completion, plus 15 days from the date of substantial completion to the final completion of the Project, for a total contract time of 85 days.

10. LIQUIDATED DAMAGES

The parties recognize and agree that if the Project is not completed within the Contract Time, the Town will be damaged, but that the exact amount of said damages cannot be quantified. Therefore, the parties have agreed that the Town may assess liquidated damages in the event of failure to complete the Project on time in the amount of \$100.00 for each calendar day beyond the contract time stipulated.

11. MODIFICATION OF CONTRACT

The Contract may only be modified by the mutual consent, as evidenced by a written amendment to the Contract.

12. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Contract for convenience and without cause upon providing 15 days' advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

13. TERMINATION BY CONTRACTOR

The Contractor may terminate the Contract before the expiration of the Term provided it gives 15 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

14. ACCESS AND AUDIT OF RECORDS

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

The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the Town for three (3) years following expiration of the Contract. The

Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

15. OFFICE OF THE INSPECTOR GENERAL

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

16. BINDING EFFECT

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

17. SEVERABILITY

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

18. GOVERNING LAW AND VENUE

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

19. ATTORNEY'S FEES

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

20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

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

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

21. NO DISCRIMINATION CLAUSE

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin age pregnancy, handicap, or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to its employees and applicants for employment.

22. MINIMUM WAGE REQUIREMENTS

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

23. PUBLIC RECORDS

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

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law

for the duration of the term of this Contract, and following completion of this Contract if the Contactor does not transfer the records which are part of this Contract to the Town.

- d. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contactor transfers all public records to the Town upon completion of the term of the Contract, the Consultant shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

23. ATTACHMENTS TO CONTRACT

The following attachments are included as part of this Contract:

- Attachment 1: Invitation to Bid (ITB) No. 115-2023
Lake Park Town Hall Exterior Painting
Including all related bid documents, addendum, plans, written scope of work and submitted bid form documents.
- Attachment 2: Architectural Plans
As prepared by REG Architects, Inc.
- Attachment 3: Bid Response Proposal to ITB No. 115-220
as submitted by J&J, Inc. (dba Eagle Painting) on Thursday, September 21, 2023, at 2:00 pm, including Bid Documents / Bid Bond / Certificate of Insurance/ Permits & Licenses / and related bid form documents

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger D. Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

J & J, Inc. (dba Eagle Painting)
10062 NW 50th Street
Sunrise, Florida 33351

By: Janet S. Field
Signature

Its: VP
Title

Janet S. Field
Written Name:

P:\DOCS\26508\00001\DOC\28Z1833.DOCX



LaPorta Contracting

RESIDENTIAL & COMMERCIAL

State of Florida Certified Roofing and General Contractors

CGC1529763 | CCC1331235 | CBC1261308

Proposal - Structural Enhancements

Date: August 25, 2023

Customer: Lake Park Town Hall
Job Address: 535 Park Ave, Lake Park, FL 33403

Scope

- Supply all labor and materials to complete structural enhancements per drawings dated 6/20/23

Total Cost: \$49,500.00

HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

1975 East Sunrise Blvd Ste 822 Fort Lauderdale, FL 33304 | (954) 604-4602

801 East Bay Drive Ste 209 Largo, FL 33770 | (727) 201-7251

Email | thomas@laportacontracting.com

Billing | accounting@laportacontracting.com

Website | www.laportacontracting.com



LaPorta Contracting

RESIDENTIAL & COMMERCIAL

All materials, labor & machine time included.

No Tax has been added to this cost.

Exclusions

- Engineering
- Hazardous Materials
- Electrical
- Plumbing
- Unforeseen rot or damage

Authorized agent signature _____ Date _____

Contractor signature _____ Date _____

HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

1975 East Sunrise Blvd Ste 822 Fort Lauderdale, FL 33304 | (954) 604-4602

801 East Bay Drive Ste 209 Largo, FL 33770 | (727) 201-7251

Email | thomas@laportacontracting.com

Billing | accounting@laportacontracting.com

Website | www.laportacontracting.com



LaPorta Contracting

RESIDENTIAL & COMMERCIAL

By State of Florida Law, the following information MUST be on all contracts written in the State of Florida – If you have received any other proposals that have not given you this following Information, they are not protecting your interests and can be prosecuted.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS

Our Customer Contact Center (CCC) can be reached at 850.487.1395. Effective December 1, 2015, the CCC hours of operations are Monday-Friday, 8 a.m. - 5:30 p.m. Eastern Time. For a quicker response from a DBPR representative, the

Best times during the day to call are between the hours of 8 a.m. to 10 a.m. Eastern Time or 4:30 p.m. to 5:30 p.m. Eastern Time.

*Department of Business and Professional Regulation
2601 Blair Stone Road Tallahassee, FL 32399-1027*

Homeowner or Contractor has 3 days from the signing of the contract to cancel this agreement for any reason.

HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

1975 East Sunrise Blvd Ste 822 Fort Lauderdale, FL 33304 | (954) 604-4602

801 East Bay Drive Ste 209 Largo, FL 33770 | (727) 201-7251

Email | thomas@laportacontracting.com

Billing | accounting@laportacontracting.com

Website | www.laportacontracting.com



LaPorta Contracting

RESIDENTIAL & COMMERCIAL

If this project falls under an Insurance Claim the information below MUST be in all contracts as set by FL Law

Renewed Advertising Requirements for Contractors

Any written or electronic communication by a contractor that “encourages, instructs, or induces” a consumer to make an insurance claim for roof damage must include the following statements (in at least 12-point font and font that is at least half as large as the largest font size used):

1. The consumer is responsible for payment of any insurance deductible.
2. It is insurance fraud punishable as a felony of the third degree for a contractor to knowingly or willfully, and with intent to injure, defraud, or deceive, pay, waive, or rebate all or part of an insurance deductible application to payment to the contractor for repairs to a property covered by a property insurance policy; and
3. It is insurance fraud punishable as a felony of the third degree to intentionally file an insurance claim containing any false, incomplete, or misleading information

HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

1975 East Sunrise Blvd Ste 822 Fort Lauderdale, FL 33304 | (954) 604-4602

801 East Bay Drive Ste 209 Largo, FL 33770 | (727) 201-7251

Email | thomas@laportacontracting.com

Billing | accounting@laportacontracting.com

Website | www.laportacontracting.com



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Originating Department: Public Works

Agenda Title:

Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute a Contract with LaPorta Contracting, LLC, for Work and Services Associated with Structural Repair Work to the Town Hall's Roof Truss Framing.

Approved by Town Manager:

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources
Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2023.11.30 15:35:27 -05'00'

Cost of Item: \$61,600.00

Funding Source: Historical Grant/PBC Discretionary Surtax Projects

Account Number: 301-521-301-63827

Finance Signature:

Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, c, ou, email=jduvall@lakeparkflorida.gov,
c=US
Date: 2023.11.30 15:30:35 -05'00'

Advertised: Yes

Date: 09/10/2023

Newspaper: Palm Beach Post

Attachments:

1. Agenda Request Form (ARF)
2. Resolution
3. Contract for Town Hall Roof Truss Framing Repairs
4. Bid Proposal Response from LaPorta Contracting, LLC.
5. Engineers Assessment and Repair Report for the Town Hall Balcony Restoration.

Please initial one:

X

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town previously determined the need to evaluate the structural condition of the existing roof truss framing at the historic Lake Park Town Hall and to identify appropriate ways to restore and preserve the facility.

Accordingly, in November 2021, the Department of Public Works contracted with a structural engineering firm to perform structural condition assessment of the Town Hall roof truss framing. Specifically, the assessment investigated the current deteriorating condition and structural defects developing in the roof truss structural framing at the Town Hall building.

Structural Engineering Consultant O'Donnell, Naccarato, Mignogna & Jackson, Inc. (ONM&J), performed the condition assessment and provided a report of existing conditions with recommended repairs to the existing roof truss framing (the "Project").

To address the Town Hall's roof truss framing deficiencies, Town staff prepared and published Request for Proposal No. 119-2023 (RFP) to solicit bids from qualified bidders for the Project.

On October 13, 2023, the Town staff received three (3) bids, and following the opening of the bids, and a review and analysis of them, it was determined that the bid provided by LaPorta Contracting, LLC (the "Contractor") in the amount of \$61,600.00, was the lowest responsive and responsible bid.

Additionally, in its response to the RFP, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work requirements and services associated with the Project.

Finally, the Town was previously issued a "Town Hall Preservation" grant from the State of Florida, Department of State, Division of Historical Resources for the complete replacement of the existing roof and exterior waterproofing and painting of the Town Hall building which also includes the roof truss framing structural repair work. This grant opportunity has been confirmed and fully executed and will provide the Town with an opportunity to repair the truss framing along with the installation of the new roof.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 94-12-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH LAPORTA CONTRACTING, LLC, FOR WORK AND SERVICES ASSOCIATED WITH STRUCTURAL REPAIR WORK TO THE TOWN HALL'S ROOF TRUSS FRAMING; 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 and maintains the historically designated Lake Park Town Hall building, located at 535 Park Avenue; and

WHEREAS, the Town's Public Works Department staff has determined that structural repairs to the Town Hall's roof truss framing is necessary (the Project); and

WHEREAS, the Town's Public Works Department staff prepared Request for Proposal No. 119-2023 (RFP) to solicit bids from qualified bidders for the Project, and

WHEREAS, on Friday, October 13, 2023, the Town received three (3) bids, and following the opening of the bids, and a review and analysis of them, it was determined that the bid provided by LaPorta Contracting, LLC (the "Contractor") in the amount of \$61,600.00, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the RFP, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work requirements and services associated with the Project; and

WHEREAS, the Town Manager recommends to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC, for the Project; and

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 Town Manager is hereby authorized and directed to execute the contract with LaPorta Contracting, LLC, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

CONTRACT FOR STRUCTURAL ROOF REPAIR

THIS CONTRACT FOR STRUCTURAL ROOF REPAIR (Contract) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and LaPorta Contracting, LLC having an address of 1975 East Sunrise Blvd., Suite 822, Fort Lauderdale, Florida 33304 ("Contractor") (collectively, "the Parties").

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 owns and maintains the historically designated Lake Park Town Hall building, located at 535 Park Avenue; and

WHEREAS, the Town has determined that there is a need to make structural repairs to the roof of the Town Hall building, including its roof truss framing (the Project); and

WHEREAS, the Town's Public Works Department staff prepared Request for Proposal No. 119-2023 (the RFP), to solicit bids from qualified bidders for the Project, and

WHEREAS, on Friday, October 13, 2023, the Town received three (3) bids, and following the opening of and a review and analysis of the bids received, it was determined that the bid provided by LaPorta Contracting, LLC (the "Contractor") in the amount of \$61,600.00, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the RFP, the Contractor represented that it is qualified, able and willing to satisfactorily provide the work and services associated with the Project; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC, for the provision of the work and services associated with the Project; and

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

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

2. COST

The cost for the exterior painting and structural repairs shall not exceed \$61,600.00.

3. LAWS AND REGULATIONS

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provide the work and services specified in the solicitation for the Project.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the work and services for the Project and shall obtain and pay for all permits and/or inspections that may be required to comply with all laws and regulations, including specifically all building code requirements applicable to completing the Project. The Contractor shall indemnify the Town for any damages, penalties, and/or fines incurred by or imposed on the Town for the Contractor's failure to obtain and maintain any required licenses, certifications, permits, and/or inspections.

5. SUBCONTRACTING

The Contractor shall provide to the Town a list of subcontractors the contractor may be using to complete the work.

6. ASSIGNMENT

The Contractor shall not assign or transfer the Contract, including any rights, title, or interest herein, to provide the work and services associated with the Project to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Contract.

7. RESPONSIBILITIES AS EMPLOYER

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

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

8. INDEMNIFICATION, DEFENSE, AND INSURANCE

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including the attorney's fees and costs of any defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals, or subcontractors.

The Contractor shall be responsible for defending the Town in any proceeding involving the Project, including the payment of any claims, losses, judgements, and attorney fees which may be incurred by the Town.

The Contractor expressly understands and agrees that any insurance it maintains as required by this Contract, or otherwise maintained by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which shall be provided by the Contractor to the Town. In the event any of the insurance policies maintained by the Contractor associated with the Project should lapse, be cancelled, or not renewed, the Contractor shall immediately notify the Town at least 30 days in advance of the same. The Contractor shall provide the Town with such certificates of insurance as are necessary to replace the loss of any of the insurance policies associated with this Project.

The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The Contractor shall provide the following insurance coverages:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.

- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

9. CONTRACT TIME

The number of days within which, or the date by which, the work is to be completed (the Contract Time) shall be 30 calendar days from notice to proceed to substantial completion, plus 15 days from substantial completion to final completion, for a total contract time of 45 days.

10. LIQUIDATED DAMAGES

The parties hereto agree that the damages to the Town for the contractor's failure to complete the work on time cannot be accurately measured. Therefore, the parties have agreed that the Town may assess liquidated damages of \$100 per day against the Contractor should the Contractor fail to complete the work within the contract time as set forth in paragraph 9.

11. MODIFICATION OF CONTRACT

The Contract may only be modified by a written amendment to the Contract executed by both parties hereto.

12. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Contract for convenience and without cause upon providing 15 days' advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

13. TERMINATION BY CONTRACTOR

The Contractor may terminate the Contract before the expiration of the Term provided it gives 15 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

14. AUDIT AND TOWN'S ACCESS TO CONTRACTOR'S RECORDS

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

The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the Town for three (3) years following expiration of the Contract. The

Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

15. OFFICE OF THE INSPECTOR GENERAL

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

16. BINDING EFFECT

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

17. SEVERABILITY

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

18. GOVERNING LAW AND VENUE

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

19. ATTORNEY'S FEES

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

20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

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

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

21. NO DISCRIMINATION CLAUSE

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin age pregnancy, handicap, or marital status. The Contractor shall take affirmative action to ensure that any applicants for employment, and its employees are treated during their employment by the Contractor, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor shall post notices of this nondiscrimination clause in conspicuous places, available to its employees and any applicants to the Contractor for employment.

22. MINIMUM WAGE REQUIREMENTS

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

23. PUBLIC RECORDS

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

- a. Keep and maintain all public records required by the Town associated with the work and services provided by the Contractor.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

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

23. ATTACHMENTS TO CONTRACT

The below listed attachments are incorporated herein by reference and made a part of this Contract:

- Attachment 1: Request for Proposals (RFP) No. 119-2023
Lake Park Town Hall Roof Truss Framing Structural Repairs
Including all related bid documents, addendum, plans, written scope of work and submitted bid form documents.
- Attachment 2: Architectural Plans
As prepared by REG Architects, Inc.
- Attachment 3: Bid Response Proposal to RFP No. 119-2023

as submitted by LaPorta Contracting, LLC on Friday, October 13, 2023, at 2:00 pm, including: Bid Documents / Bid Bond / Certificate of Insurance/ Permits & Licenses / and related bid form documents

IN WITNESS WHEREOF, the parties' representatives hereto have executed this Contract as of the day and year referenced herein above.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger D. Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

LaPorta Contracting, LLC
1975 E. Sunrise Boulevard
Suite 822
Fort Lauderdale, Florida 33304

By: Thomas LaPorta
Signature

Its: Owner
Title

Thomas LaPorta
Written Name:

P:\DOCS\26508\00001\DOC\28Y9553.DOCX

OWNER



TOWN OF LAKE PARK

**535 Park Ave.
Lake Park, Florida 33403**

INVITATION TO BID (ITB) # 119-2023

PROJECT:

**Lake Park Town Hall
Roof Truss Framing Structural Repairs**

SCHEDULE:

Date of Public Advertisement: Sunday, September 10, 2023

Date of Distribution: Monday, September 11, 2023

Non-Mandatory Pre-Proposal Conference: Tuesday, September 26, 2023, 11:00 a.m.

Submit Questions by Date: Friday, October 06, 2023, 4:00 p.m.

Bid Response Due Date: Friday, October 13, 2023, 2:00 p.m.

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EXHIBITS:

EXHIBIT A: -- Structural Restoration Plans
EXHIBIT B: -- Scope of Work
EXHIBIT C: -- Bid Form Documents

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting bids for:

TOWN OF LAKE PARK REQUEST FOR PROPOSALS (RFP) 119-2023 LAKE PARK TOWN HALL ROOF TRUSS FRAMING STRUCTURAL REPAIRS

Responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com before 2:00 P.M. Local Time, on Friday, October 13, 2023.

The OWNER for the Project is the Town of Lake Park.

The Engineering firm for the Project is O'Donnell, Naccarato, Mignogna, & Jackson (ONM&J)

PROJECT OBJECTIVE:

The Lake Park Town Hall is a nationally recognized historic building that is open daily for Town Business. In May of 2015, an independent consultant concluded that “the roof is in decline (and) is likely to fail if a significant wind event were to occur.” Preserving the Town Hall ensures it remains open for public use.

While the building currently remains structurally sound for the most part, there are structural defects that have been identified in some of the roof framing members. The Town’s structural engineer has developed recommendations for repairs of these defects.

The objective of this Request for Proposals (RFP) is to secure a qualified and experienced contractor with expertise in structural framing and repairs. Through this RFP, the Town will competitively solicit bid proposals for the structural repair work of the Town Hall building consistent with the Town’s procurement policy. Proposals will be evaluated and scored in accordance with the assigned weighted valuations..

PROJECT SCOPE:

This is a structural repair to existing roof truss framing project. The project scope of work includes providing structural repairs as indicated in the structural plans prepared by the Town’s structural engineering firm.

The work will primarily take place in the Town Hall building attic space. Contractor shall take the necessary steps and precautions to provide a safe, ventilated and well lit work space. The Town Hall building will remain operational during the structural repair work. (See Exhibit B – Scope of Work for a complete description of the proposed scope of work.)

Invitation to Bid documents are available through the DemandStar website at www.demandstar.com.

Bidders with technical questions concerning the Bidding Documents should contact the Town Clerk, by calling 561-881-3311 or emailing to townclerk@lakeparkflorida.gov. Questions, and all responses will be provided to all bid holders.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A **Non-Mandatory** Pre-Proposal Conference meeting will be held on Tuesday, September 26, 2023, at 11:00 a.m., Local Time, at the Town of Lake Park Commission Chambers, located at 535 Park Avenue, Lake Park, Florida, 33403. This meeting will provide a brief description of the project and the project scope and answer questions regarding the project and the RFP to facilitate a responsive and

responsible response. Immediately following the pre-proposal conference meeting, interested firms will have an opportunity to inspect the project site and Town Hall building and familiarize themselves with the requirements in order to ensure all items affecting project costs are reviewed and considered.

No Bids may be withdrawn for a period of ninety (90) days after the scheduled closing date for the receipt of bids. The cost of Bid preparation is considered an operational cost of Bidders and shall not be passed on or borne by the Owner.

For a bid proposal pricing exceeding one hundred thousand dollars (\$100,000.00), a Bid Bond in a sum not less than five percent (5%) of the amount of the bid, made payable to the Town of Lake Park, shall accompany each Bid as a guarantee that the bidder will not withdraw from the competition after the opening of Bids.

A digital copy of the signed and sealed Bid Bond shall be included with the required bid documents as submitted via www.demandstar.com.

The sureties for the Bid Bond and Public Construction Bond must be an entity included in the most recent United States Department of Treasury list of acceptable sureties and be authorized to issue surety bonds in Florida. Bid Security shall be in a single acceptable instrument.

The Successful Bidder, who is awarded the contract, will be required to furnish an original bid bond, as well as the Public Construction Performance and Payment Bonds in the full contract amount in accordance with Florida Statutes 255.05, as amended, and to submit a Certificate of Insurance demonstrating conformance with the Contract Documents. Failing to do so may result in the Owner retaining the Bid Security as agreed upon liquidated damages. Bids shall be prepared, addressed, and submitted in compliance with detailed instructions as set forth in the Instructions to Bidders

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

Vivian Mendez, MMC

Town Clerk

TOWN OF LAKE PARK, FLORIDA

Published on Sunday, June 11, 2023; Palm Beach Post

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a bid directly to OWNER, as distinct from a "sub-bidder", who submits a bid to a BIDDER. The term "Successful Bidder" means the lowest, qualified, responsible BIDDER to whom OWNER (on the basis of the OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of the Bid).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents are available through the DemandStar website at www.demandstar.com.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. OWNER, in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder shall provide documentation in the bid submittal to demonstrate qualifications to perform the Work. Each BIDDER must be prepared to submit within five (5) days of OWNER's request written evidence of the types set forth in the General Conditions, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of BIDDER's qualification to do business in the State of Florida or covenant to obtain such qualification prior to the award of the contract.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a Bid, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; (d) contact local governments and agencies where the Work is to take place to determine if there are any applicable permits, licenses, fees or other requirements; and (e) study and carefully correlate BIDDER's observations with the Contract Documents. Each BIDDER is also advised to review the state grant, which is partially funding this project, as the winning BIDDER will incur obligations related to the fulfillment of the grant requirements. The failure to be familiar with applicable laws will in no way relieve Bidder from responsibility with this provision.

4.2. Reference is made to the General Requirements of the Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ARCHITECT in preparing the Drawings and Specifications, OWNER will make copies of such reports available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each BIDDER will, at his own expense, make such additional investigations and tests as the BIDDER may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3. On request in advance, and in accordance with a properly executed right-of-way permit (if required), OWNER will provide each BIDDER access to the site to conduct such explorations, investigations and tests as each BIDDER deems necessary for submission of his Bid. BIDDER shall fill all holes, clean up and restore the site to the former condition upon completion of such explorations. BIDDER shall indemnify, protect, save and hold harmless OWNER, and any and all of OWNER's respective directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, costs and expenses, including, but not limited to, court costs, expert witness fees and attorneys' fees and expenses incurred pursuant to any such explorations, investigations and tests conducted by the BIDDER and any and all of its agents and employees.

4.4. The submission of a Bid will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to OWNER in writing. Replies will be issued by Addenda through DemandStar to all parties recorded by DemandStar as having received the Bidding Documents. **Questions are to be received no later than Friday, October 06, 2023 at 4:00 pm;** Only questions answered by formal written Addenda will be binding.

6. BID SECURITY

6.1. If the bidders bid pricing is greater than or equal to one hundred thousand dollars (\$100,000.00), then the Bid must be accompanied by Bid Security made payable to OWNER in an amount of not less than **five percent (5%) of the BIDDER's maximum Bid price** and in the form of a cashier's check or a Bid Bond made payable to OWNER. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the OWNER and shall be authorized to do business in the State of Florida. The Surety must also be an entity included in the most recent United States Department of Treasury list of acceptable sureties. Surety providers will be required to utilize the bid bond form contained in this bid package. Bid Security shall be in a single acceptable instrument, either a cashier's check or Bid Bond.

6.2. The Bid Security of the Successful Bidder will be retained until such BIDDER has executed the Agreement and furnished the required Public Construction Bond and Certificate of Insurance, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Public Construction Bond and Certificate of Insurance within fifteen (15) days after the Notice of Intent to Award, OWNER may annul the Notice of Intent to Award and the Bid Security of the BIDDER will be paid to OWNER. The Bid Security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or 90 days after the Bid opening, whereupon Bid Security furnished by such BIDDERS will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement. **The contract time is currently set at 30 calendar days to substantial completion, plus 15 days to final completion from the date of contract time commencing (45 days' total contract time).**

8. LIQUIDATED DAMAGES

BIDDER is advised to consider the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time. **Liquidated damages shall be \$100.00 for each calendar day beyond the time stipulated.**

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings and/or specified in the Specifications without consideration of possible substitute or "equivalent or-equal" items, unless included in an Addendum (or Addenda). Whenever it is indicated in the Drawings or identified in the Specifications that a substitute "equivalent or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ARCHITECT, application for such acceptance will not be considered by ARCHITECT until after the "effective date of the Agreement".

9.1. General Conditions may require the identity of certain Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER with the bid submittal. Such a list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by OWNER. If OWNER or ARCHITECT, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, either may, before giving the Notice of Intent to Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitute, the OWNER may reject the bid, and such declination of substitution will not constitute grounds for sacrificing his Bid Security (if applicable). Any Subcontractor, other person, or organization so listed and to whom OWNER or ARCHITECT does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ARCHITECT.

9.2. No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

10. BID FORM

10.1. The Bid Form is attached hereto; additional bid forms are available for download from the DemandStar website.

10.2. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or any assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.3. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.4. All names must be typed or printed below the signature.

10.5. The Bid shall contain an acknowledgement of receipt of all Addenda issued. (in any).

10.6. The address to which communications regarding the Bid are to be directed must be shown.

11. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid, accompanied by the Bid Security and other required documents.

Bids responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com before 2:00 P.M. Local Time, on Friday, October 13, 2023.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.

12.2. If, within 24 hours after Bids are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his Bid, that BIDDER may withdraw his Bid. Thereafter, that BIDDER will be disqualified from further bidding on the Work.

13. OPENING OF BIDS

Bids will be opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety (90) days after the day of Bid opening, but OWNER may, in its sole discretion, release any Bid prior to that date.

15. AWARD OF CONTRACT

15.1. OWNER reserves the right to reject any or all Bids, in whole or in part, with or without cause, to waive technical errors and informalities, or to accept the Bid which in its judgment will best serve the public interest. OWNER reserves the right to negotiate contract terms with the Successful Bidder. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2. In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS and, whether or not the Bids comply with all of the requirements. It is OWNER's intent to accept Alternate Bid Items (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

15.3. OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions or Specifications. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

15.4. OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons or organizations to do the Work in accordance with the Contract Documents of OWNER's satisfaction within the prescribed time.

15.5. OWNER reserves the right to reject the Bid of any BIDDER who does not pass any such evaluation to OWNER's satisfaction.

15.6. If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project and the award will not necessarily be the apparent low bidder.

15.7. If the contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Intent to Award prior to the day of the award.

16. PUBLIC CONSTRUCTION BOND

The Successful BIDDER shall file with the OWNER Public Construction Performance and Payment Bonds in the full amount of the Contract price in accordance with the requirements of Florida Statutes 255.05, as amended, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the OWNER.

The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the OWNER and shall be authorized to do business in the State of Florida. The Surety must also be an entity included in the most recent United States Department of Treasury list of acceptable sureties. Surety provider will be required to utilize the bond form contained in this bid package.

17. INDEMNIFICATION AMOUNT

The Successful Bidder shall be required to indemnify, and hold OWNER harmless, as more fully set forth in the Agreement and General Conditions.

18. CERTIFICATE OF INSURANCE

The successful Bidder shall file with the Owner a properly executed Certificate of Insurance demonstrating total compliance with Article 5 of the General Conditions.

19. SIGNING OF AGREEMENT

When OWNER gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least four (4) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter, CONTRACTOR shall sign and deliver at least four (4) counterparts of the Agreement to OWNER with all other Contract documents attached.

20. DISPUTES

In the event of any dispute concerning the Invitation to Bid, the Bid Submittal, the Award of the Bid, or the scope of the work to be performed pursuant to the Bid, bidders shall file a bid protest, as more fully described within the Town's purchasing ordinance.

BID FORM**BIDDER:** LaPorta Contracting**PROJECT:** Lake Park Town Hall Roof Truss Framing Structural Repairs;**BID No. 119-2023****DATE:** 10/12/23

THIS BID IS SUBMITTED TO: Town of Lake Park
 Town Clerk
 535 Park Avenue
 Lake Park, Florida, 33403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE
9/12/23

ADDENDUM NUMBER
1

b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.

d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.
- b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ARCHITECT upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
5. a. BIDDER agrees that the Work will be substantially complete within 30 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, plus 15 days to final completion and ready for final payment for a total of 45 calendar days from the date when the Contract Time commences to run.
- b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- a. Bid Form
 - b. Schedule of Bid Items
 - c. Bid Bond,
 - d. Questionnaire,
 - e. List of Subcontractors,
 - h. Licenses / Insurance / W-9

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.

8. BIDDER's Florida Contractor's License Number is

CGC1529763 & CCC1331235

9. BIDDER covenants that it is qualified to do business in the State of Florida.

10. The prices contained in the Bid Proposal shall include **all** costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

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

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

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

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

Bids will be evaluated by the review team in accordance with assigned weighted valuations as indicated in the bid form documents. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

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

If BIDDER is:

AN INDIVIDUAL

By (sign here): _____

(Print Individual's Name): _____

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

(Partnership Name)

By (sign here): _____

(Print General Partner's Name): _____

Business address: _____

Phone No. _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By (sign here): _____

(Print Name of Person Authorized to Sign): _____

Its: _____
(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: _____

Phone No. _____

A LIMITED LIABILITY COMPANY

LaPorta Contracting
 (LLC Name)

By (Sign here): 

(Print Name of Person Signing): Thomas LaPorta

Its: Owner
 (If other than manager, attach evidence of individual's authority to sign)

1975 E Sunrise Blvd, Ste 822 Fort Lauderdale, FL 33304
 (Address)

Phone No. (954) 604-4602

A JOINT VENTURE

(Joint Venture Name)

By (sign here):

(Print Name of Person Signing):

(Address)

Phone No.

By (sign here):

(Print Name of Person Signing)

(Address)

Phone No.

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

SCHEDULE OF BID ITEMS

(up to 40 points)



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

PROJECT:
Lake Park Town Hall Roof Truss Framing Structural Repairs
RFP #: 119-2023

ADDENDUM #1:

September 12, 2023

Clarifications

Clarification: *An error was discovered in the Schedule of Bid Items sheet.*

(The current schedule of bid items sheet makes reference to Building Exterior Painting Work which is not relevant to this project.)

Correction #1: Please REMOVE Page 16 of the bid documents and REPLACE with the attached "Revised – Schedule of Bid Items"

Correction #2: Please REMOVE the Schedule of Bid Items sheet in Exhibit C – Bid Form Documents and REPLACE with the attached "Revised – Schedule of Bid Items"

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

Signed By: _____
 Vivian Mendez, MMC
 Town Clerk

**Vivian
 Mendez, MMC**

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: 2023.09.12 15:36:14 -04'00'

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: LaPorta Contracting

Authorized Signature: 

Print Name: Thomas LaPorta

Title: Owner

Date: 10/12/23

End of Addendum No. 1

REVISED - -SCHEDULE OF BID ITEMS (up to 40 points)

Lake Park Town Hall Roof Truss Framing Structural Repairs
RFP # 119-2023

BID AMOUNT EXTENDED COSTS

- | | | | | |
|---|---|---|-----------|---------------------|
| 1 | INDEMNIFICATION | 1 | L.S. | \$ <u>100.00</u> |
| 2 | GENERAL CONDITIONS:
Project Management, Mobilization, Documents for Permitting,
MOT, Temporary Protections, Temporary Fencing as needed,
Temporary Lighting, Product Submittals, Licenses & Insurances, Warranties, etc. | 1 | L.S. | \$ <u>\$9,000</u> |
| 3 | PERFORMANCE AND PAYMENT BONDS (if required)
(only applicable if proposed BASE BID price exceeds \$100,000.00) | 1 | L.S. | \$ <u>n/a</u> |
| 4 | STRUCTURAL FRAMING REPAIRS
The structural repairs include:
Providing anchor up-lift strap truss tie-downs to existing truss rafter to girder beams as indicated on plans. Note this repair occurs at
both the east and west end framing areas.
(see Truss Tie Down Schedule Roof Framing Plans – Main and Secondary).
Provide steel reinforcement for main wood beams at roof hip.
(see Partial Roof Main Framing Plan and Section B-B).
Provide plywood stiffener gussets along the main hip support truss (one at east end and one at west end). (see Partial Roof Main
Framing Plan and Section A-A)
New plywood roof sheathing, as indicated in Section 1/S-3 and Detail Section A-A, is not included as part of this scope of work. | 1 | L.S. | \$ <u>\$40,500</u> |
| 5 | PROJECT CONTINGENCY
(Allowance amount to be used at the discretion of the owner
Any unused allowance shall be returned to the owner) | 1 | Allowance | \$ <u>10,000.00</u> |
| 6 | BUILDING PERMIT (Town of Lake Park)
(Allowance amount to be used at the discretion of the owner
Any unused allowance shall be returned to the owner) | 1 | Allowance | \$ <u>2,000.00</u> |

TOTAL BASE BID ITEMS 1 THRU 6	\$	\$61,600
		<i>Numeric Amount</i>

Written Amount \$ sixty-one thousand six hundred dollars

WARRANTY: Labor & Workmanship Warranty _____ years

Submitted by: Thomas LaPorta Title: Owner
Signature of Firm Representative

Name of Firm: LaPorta Contracting

Firm Address: 1975 E Sunrise Blvd Ste 822 Fort Lauderdale, FL 33304

Date: 10/12/23 E-mail Address: thomas@laportacontracting.com

Firm Telephone No.: 954-604-4602

QUESTIONNAIRE (up to 60 points)

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

1. How many years has your organization been in business? (5 points) 7

2. How many years of has your business been performing structural repair type work ? (15 points)
(work similar to the type of repair work identified for this project) 7

3. Please identify three (3) structural repair type projects that your firm has completed in the past 5 years?
Provide the dates that the projects were completed, the owners name and correct phone number for OWNER's representative for each project. (20 points)
St Josephs Church - July 2023 - Rob Bennett (850) 436-6461
Venetian Park Condo One - September 2023 - Tony Dutra (954) 454-0456
The Waverly at Las Olas - Ongoing - Diego Jimenez - (305) 229-1400
4. Have you ever failed to complete work awarded to you; if so, where and why? (5 points)
No

5. Have your employees or agents personally inspected the site of proposed work? (5 points)
Y / N Yes If so, on what date: _____
6. Do you perform repair work with your own employees (on your companies weekly payroll) ? (5 points)
Yes
7. Does your company have a business office within 75 miles of the project site ? (5 points)
Yes

I hereby attest, under penalty of perjury, the truth and accuracy of the foregoing information.

(Sign here) 

Name: Thomas LaPorta

LIST OF SUBCONTRACTORS

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

1. Name of Firm _____
Address _____
Work to be performed: _____
2. Name of Firm _____
Address _____
Work to be performed: _____
3. Name of Firm _____
Address _____
Work to be performed: _____
4. Name of Firm _____
Address _____
Work to be performed: _____
5. Name of Firm _____
Address _____
Work to be performed: _____

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

Contractor's License

Insert copy of current licenses

Contractor's Certificate of Insurance

Insert copy of Certificate of Insurance document

Contractor W-9 Form

Insert copy of W-9 form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas LaPorta	
2 Business name/disregarded entity name, if different from above LaPorta Contracting	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1975 East Sunrise Blvd Ste 822	Requester's name and address (optional)
6 City, state, and ZIP code Fort Lauderdale, FL 33304	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
8	1		2	3	2	8	6	4	3

Part II Certification

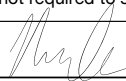
Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►



Date ►

7/12/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/)
10/12/23

Item 3.

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

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

PRODUCER Patrick Brady Insurance Services, Inc. 220 SE 12TH ST Fort Lauderdale, FL 33316	CONTACT NAME: GLORIA JUSTINIANO		
	PHONE (A/C, No, Ext): 954-764-1944	FAX (A/C, No): 954-764-1945	
INSURED LA PORTA CONTRACTING LLC 3015 N OCEAN BLVD #176 FT LAUDERDALE, FL 33308	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: MESA UNDERWRITERS SPECIALTY		
	INSURER B: Allstate Insurance Company		
	INSURER C: Allstate Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	MQ00438080-006	10/12/22	10/28/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$		
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	648872598	12/12/22	12/12/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
		C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			648880170	02/26/23	02/26/24	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

LA PORTA CONTRACTING #CGC1529763.

OWN OF LAKE PARK
535 PARK AVE.
LAKE PARK, FLORIDA 33403

CERTIFICATE HOLDER TOWN OF LAKE PARK 535 PARK AVE. LAKE PARK, FLORIDA 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) **06/14/2023** Item 3.

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED FrankCrum L/C/F Laporta Contracting LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER A:	Frank Winston Crum Insurance Company	NAIC# 11600
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1062493 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$
	<input type="checkbox"/> OTHER:						PRODUCTS-COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC202300000	01/01/2023	01/01/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF LAKE PARK 535 Park Ave Lake Park, FL 33403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC

3015 N OCEAN BLVD 12G

FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
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LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC

3015 N OCEAN BLVD 12G

FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

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Architects
Interior
Planners
CORP# AA0002447



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P (561) 659 2383
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**Town Hall Structural Roof
Replacement & Exterior
Restoration**

535 Park Avenue, Lake Park,
FL 33403

NO. DATE DESCRIPTION

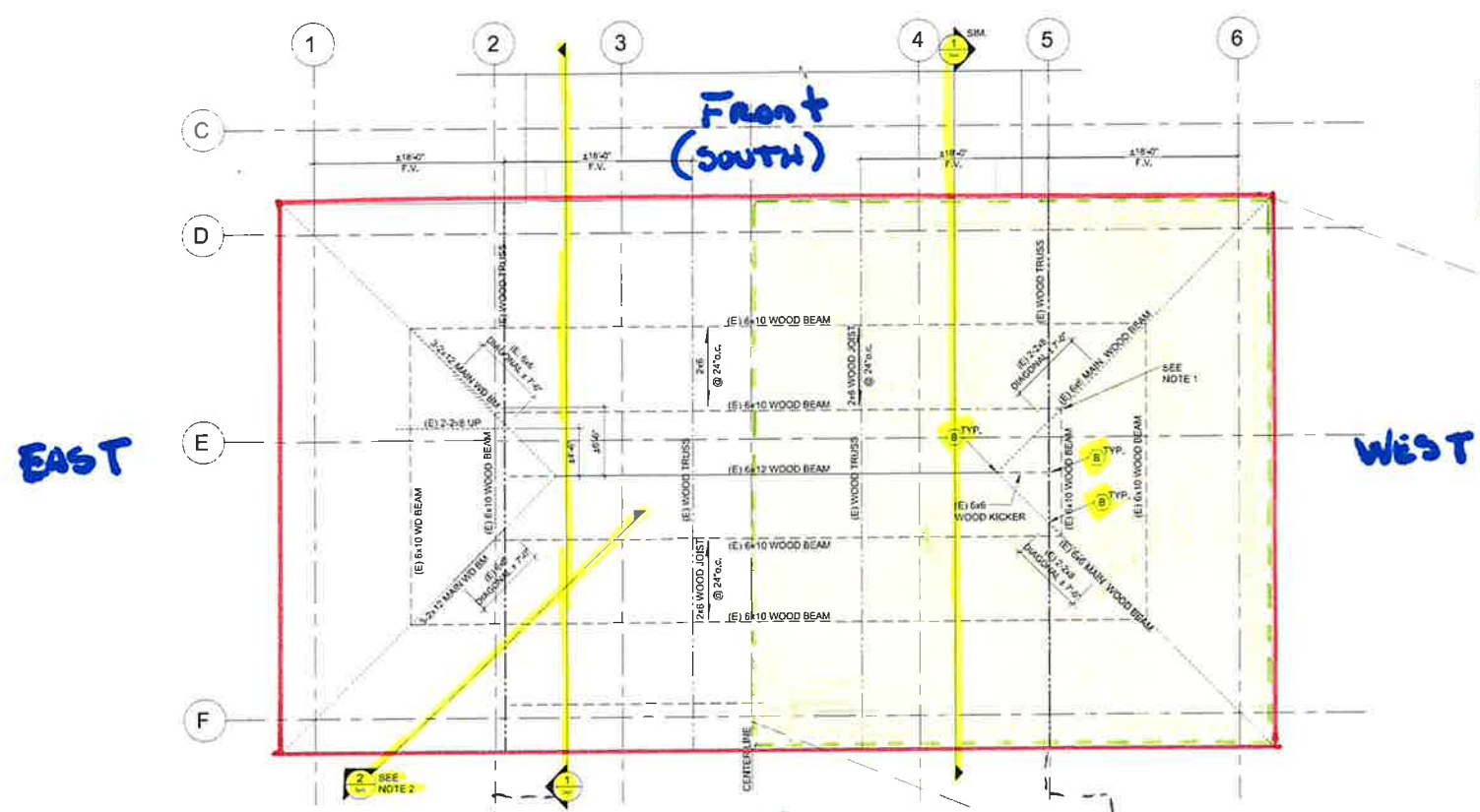
DATE: 04.10.2023
MODELER: LA
CHECKER: BL/REG
REG PROJECT #: 22029

OWNERSHIP AND USE OF THESE DOCUMENTS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. IF THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT, THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT IN OTHER CIRCUMSTANCES WITHOUT THE WRITTEN AND APPROPRIATE COMPENSATION TO THE ARCHITECT.

**PARTIAL ROOF
FRAMING PLAN**

Construction Document Set

S-1



PARTIAL ROOF MAIN FRAMING PLAN
1/8"=1'-0"

NOTE: 1) PROVIDE A NEW WEDGE WOOD SHIM AS NECESSARY TO ATTAIN FULL BEARING BETWEEN (E) WOOD BEAM AND TIMBER TRUSS.
2) TYPICAL STEEL REINFORCEMENT FOR ALL MAIN WOOD BEAMS AT ROOF HP.

PROVIDE ANCHOR STRAP FROM TABLE BELOW AT EACH BEARING POINT FOR EACH WOOD TRUSS AND EACH GIRDER TRUSS ADEQUATE TO RESIST UPLIFT AS SPECIFIED BY THE WOOD TRUSS MANUFACTURER.

TRUSS TIE DOWN SCHEDULE		
MARK	MANUF. & MODEL NO.	NAILS TO COMPONENT
(A)	SIMPSON TIE-IT	(12) 10d x 3"
(B)	SIMPSON ANCHOR	(14) 10d x 3"
(C)	SIMPSON L-16	(6) 16d x 1 1/2"

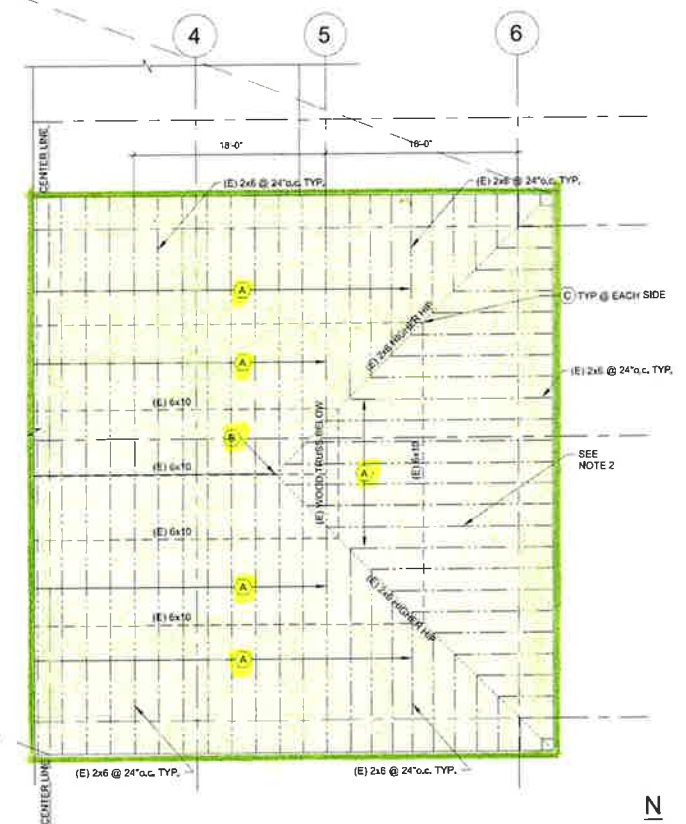
NOTES:
1. (T) - ONE PLY MEMBER (*) - TWO PLY (MIN.) MEMBER
2. T.B. - THRU-BOLT
3. UNLESS NOTED OTHERWISE
4. APPROXIMATE EQUAL OR BETTER TIE DOWNING FOR THE SAME LATERAL & UPLIFT LOADS ARE ACCEPTABLE.
5. USE SIMPSON "SET" EPOXY W/ 5" MIN. EMBED.
6. USE SIMPSON "SET" EPOXY W/ 5" MIN. EMBED.
7. 3/10 SCS SCREWS IS AN ACCEPTABLE SUBSTITUTION IN LIEU OF 10d NAILS.

**REAR
(NORTH)**

PLYWOOD SHEATHING NAILING SCHEDULE
(WALLS AND ROOF)

NAIL SIZE	NAIL SPACING	ZONE
10d RING SHANK	F @ EDGES, C @ INTERMEDIATE SUPPORTS	ROOF ① ② ③

CORNER DISTANCE, A = 9 FEET
MIN 1 1/2" EMBEDMENT INTO WOOD JOIST TYP



SECONDARY PARTIAL ROOF FRAMING PLAN
1/8"=1'-0"

NOTES: 1) NEW UPLIFT STRAPS TO BE ALSO INSTALLED FOR WEST END OF THIS ROOF AREA.
WEST END FRAMING SIMILAR TO EAST END AS SHOWN ABOVE.
2) FASTEN NEW 5/8" PLYWOOD SHEATHING TO EXISTING WOOD JOISTS. EXISTING TONGUE AND GROOVE PLANKS TO REMAIN.

**Joseph F
Mincuzzi**

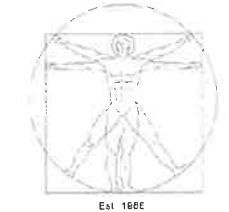
Digitally signed by Joseph F
Mincuzzi
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s, cn=Joseph F Mincuzzi, c=US
Date: 2023.06.20 15:36:34 -0400

PERMIT SET
06/20/23



1655 PALM BEACH LAKES BLVD., SUITE 204
WEST PALM BEACH, FLORIDA 33411
(561) 853-7994 FAX (561) 853-8755
LIC #0004386
JOB # 341.190





Rick Gonzalez, AIA
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FL License AR0314172
120 South Olive Ave. Ste. 210
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P (561) 859-2363
www.regarchitects.com



**Town Hall Structural Roof
Replacement & Exterior
Restoration**

535 Park Avenue, Lake Park,
FL 33403

NO.	DATE	DESCRIPTION
DATE:	04.10.2023	
MODELER:	LA	
CHECKER:	BL/REG	
REG PROJECT #:	22029	

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**ROOF PLAN -
RE-ROOFING**

Construction Document Set

S-2

STRUCTURAL NOTES (RENOVATION AND REPAIRS)

CONTRACTOR NOTE:

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC. IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PRECAUTIONS AND PROGRAMS.

010 CODES AND STANDARDS

1. WIND LOADS AS PER:

A. SECTION 1609 OF THE FLORIDA BUILDING CODE 7TH EDITION (2020) WITH AN ULTIMATE WIND SPEED VULT = 180 MPH (NOMINAL WIND SPEED VASD = 130 MPH) FOR RISK CATEGORY III, EXPOSURE C AND INTERNAL PRESSURE COEFFICIENT +/- 0.18

B. THIS BUILDING IS DESIGNED AS AN (ENCLOSED) BUILDING.

2. THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE:

A. FLORIDA BUILDING CODE 7TH EDITION (2020).

3. ARCHITECTURAL AND MECHANICAL DRAWINGS:

A. THE STRUCTURAL DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AND DO NOT BY THEMSELVES PROVIDE ALL THE INFORMATION REQUIRED TO PROPERLY COMPLETE THE PROJECT STRUCTURE, THE GENERAL CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND EVERY OTHER DRAWING CREATED TO CONSTRUCT THIS PROJECT AND COORDINATE THE INFORMATION CONTAINED IN THESE DRAWINGS WITH THE STRUCTURAL DRAWINGS TO PROPERLY CONSTRUCT THE PROJECT.

B. REFER TO ARCHITECTURAL, MECHANICAL OR ELECTRICAL DRAWINGS FOR ADDITIONAL OPENINGS, DEPRESSIONS, FINISHES, INSERTS, BOLTS, SETTINGS, DRAINS, REGLETS, ETC.

C. BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERLY SIZE OR FIT THE WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED BY THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.

011 SPECIALTY ENGINEERED PRODUCTS

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO COORDINATE THE PROPER SUBMISSION OF SPECIALTY ENGINEERED/DELEGATED DRAWINGS WHICH SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THE SPECIALTY ENGINEERED DRAWINGS ARE SUBMITTED IN A TIMELY MANNER SO AS TO ALLOW REVIEWS AND RESUBMISSIONS AS REQUIRED. ALL SPECIALTY ENGINEERED PRODUCTS SHALL BE DESIGNED FOR THE APPROPRIATE GRAVITY LOADS AND WIND LOADS INCLUDING UPLIFT AND LATERAL LOADS. INTERIOR SPECIALTY PRODUCTS SHALL BE DESIGNED FOR LATERAL LOADS TO ASSURE STABILITY. SPECIALTY ENGINEERED PRODUCTS SHALL BE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

A. LIGHT GAUGE METAL INCLUDING BUT NOT LIMITED TO: SOFFITS, CLADDING, CEILINGS, ETC.

B. MISCELLANEOUS METALS INCLUDING STEEL STAIRS, HAND RAILS AND SAFETY RAILS, MECHANICAL EQUIPMENT SUPPORTS, FRAMES THAT SUPPORT MACHINES, PIPES OR OTHER STRUCTURAL METAL USED FOR SUPPORT OF MECHANICAL SYSTEMS.

C. MISCELLANEOUS HANGERS, CHANDELIERS, CABINETS, METAL FRAMES, LADDERS, RIGGING, HANGING WALLS, RAILINGS, GLAZING FRAMES, CLADDING SUCH AS STONE, PRECAST CONCRETE, ALUMINUM, METAL PANELS, CABLE BARRIER SYSTEMS, ETC. OR ANY OTHER MISCELLANEOUS PRODUCT REQUIRED BY ANY OF THE CONSTRUCTION DOCUMENTS.

GENERAL CONTRACTOR TO INCLUDE IN THEIR BID THE COST OF THE ABOVE NOTED SPECIALTY ENGINEERING.

012 ADDITIONS/RENOVATIONS

1. ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS AND ELEVATIONS OF EXISTING STRUCTURES SHOWN ON THE DRAWINGS SHALL BE VERIFIED BY THE GENERAL CONTRACTOR IN THE FIELD AND COORDINATED WITH THE NEW CONSTRUCTION PRIOR TO PREPARATION OF WORKING OR SHOP DRAWINGS OR FABRICATION AND COMMENCEMENT OF ANY WORK. IF DISCREPANCIES ARE DISCOVERED BETWEEN EXISTING CONDITIONS AND CONTRACT WORK, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER PRIOR TO PERFORMANCE OF ANY WORK.

2. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO, STRUCTURES, EQUIPMENT, UTILITIES, CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

3. ANY PORTION OF EXISTING STRUCTURE ADJACENT TO THE CONSTRUCTION WHICH MAY BE DISTURBED OR DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO A CONDITION AS GOOD AS BEFORE THE COMMENCEMENT OF THE WORK AT NO ADDITIONAL COSTS TO THE OWNER.

4. EXISTING STRUCTURE SHALL BE PROTECTED, MAINTAINED AND SUPPORTED DURING THE CONSTRUCTION WORK.

5. THIS BUILDING HAS NEW WINDOW OR DOOR REPLACEMENTS. IF THE BUILDING DEPARTMENT REQUIRES AN ENGINEERING EVALUATION, REINFORCEMENT AROUND THE EXISTING OPENING, MAYBE REQUIRED DUE TO NOT ADEQUATE EXISTING CONDITIONS, THE CONTRACTOR SHALL PROVIDE IN THEIR BID AS A SEPARATE LINE ITEM ALLOWANCE FOR THE UNKNOWN REINFORCEMENTS.

050 WOOD

1. ALL STRUCTURAL WOOD MEMBERS ARE DESIGNED AS "DRY-USE". MOISTURE CONTENT MUST BE 19% OR LESS. STORE WOOD FRAMING ABOVE GROUND AND UNDER TARPS WITH PROPER AIR CIRCULATION.

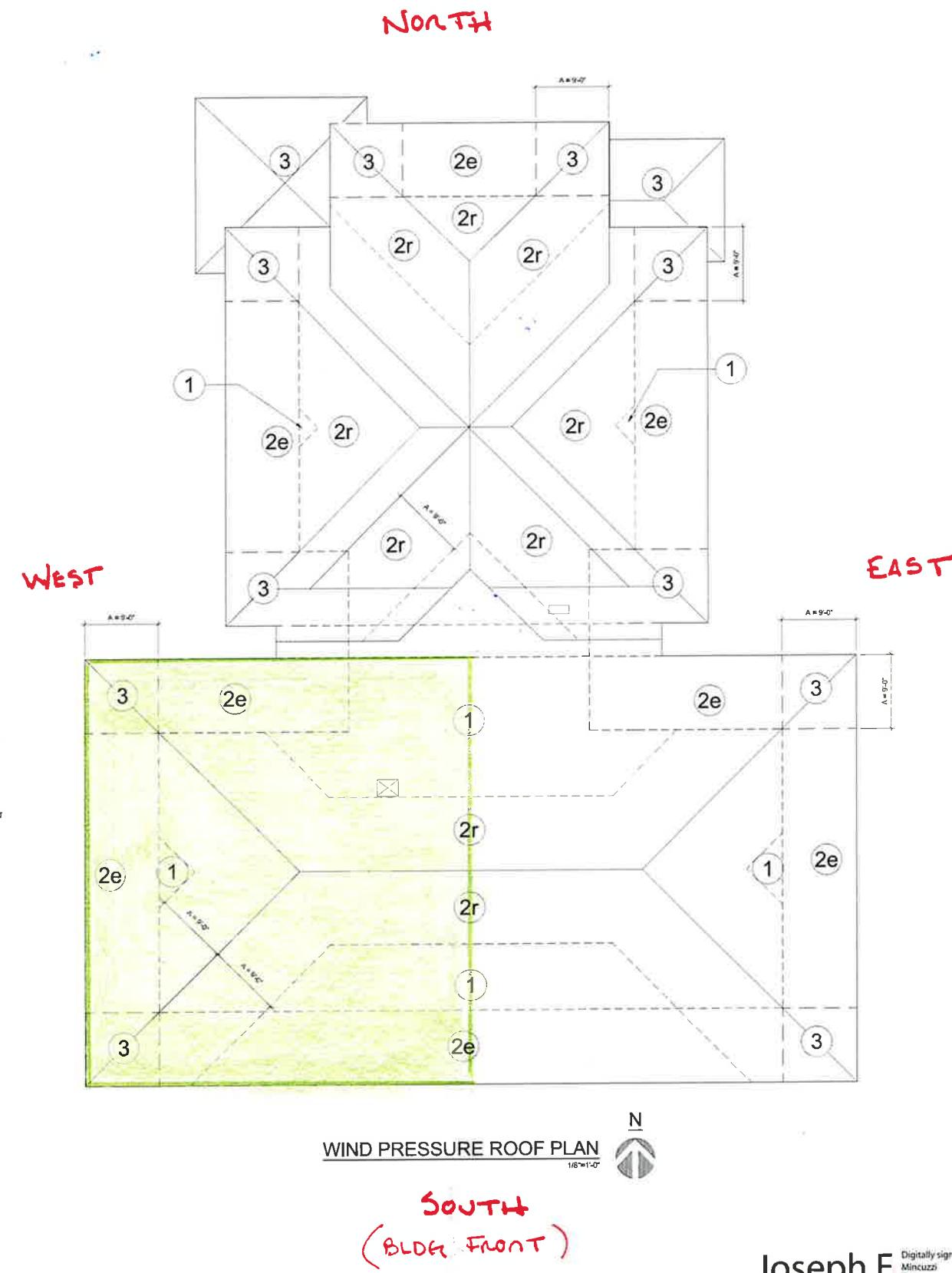
2. ALL LUMBER SHALL BE SOUTHERN PINE SPECIES #1 DENSE GRADE OR APPROVED EQUAL. ALLOWABLE DESIGN STRESSES SHALL FOLLOW NATIONAL DESIGN SPECIFICATION (NDS) (LATEST EDITION).

3. PLYWOOD SHEATHING:

A. ROOF: Use (1/8" OR 23/32") 4020 RATED STRUCTURAL 1, EXP. 1, PLYWOOD SHEATHING.

B. SEE FRAMING PLANS FOR DIAPHRAGM NAILING TYPE, SIZE, SPACING AND LOCATIONS.

4. WOOD CONNECTIONS - ALL NAILS USED FOR STRUCTURAL FRAMING MEMBERS SHALL BE COMMON WIRE, U.N.O., ALL NAILS, TRUSS HANGERS, TRUSS ANCHORS AND STRAPS SHALL BE GALVANIZED FOR CORROSION RESISTANCE. ALL METAL STRAPS MUST BE INSTALLED WITH EQUAL LENGTHS ABOUT THE JOINT LINE. USE SIMPSON STRONG-TIE CONNECTOR PRODUCTS OR APPROVED EQUAL. TOE NAILING WILL NOT BE PERMITTED.



ALLOWABLE				
COMPONENT & CLADDING				
WIND DESIGN PRESSURES				
PRESSURES BASED ON: V _W	ROOF WIND LOADS			
	ROOF AREA (10 SF)			
	1	2e	2r	3
K _s IS INCLUDED	36.0	36.0	36.0	36.0
PRESSURE (PSF)	-63.0	-94.2	-102.7	-84.2
SUCTION (PSF)				

1. EXTERIOR GLAZED OPENINGS IN BUILDINGS SHALL COMPLY WITH FLORIDA BUILDING CODE 7TH EDITION (2020) BY EITHER BEING DESIGNED FOR IMPACT RESISTANCE OR BEING PROTECTED BY IMPACT PROTECTIVE SYSTEMS.
2. REFER TO STRUCTURAL NOTES FOR ALL WIND LOAD PARAMETERS.
3. CORNER DISTANCE A = 5 FEET

**Joseph F
Mincuzzi**

Digitally signed by Joseph F Mincuzzi
DN:
0.9.2342.19200300.100.1.1=A014
10D0000018603DE997C0000A4C
5, cn=Joseph F Mincuzzi, c=US
Date: 2023.06.20 15:37:39 -04'00'

PERMIT SET
06/2023

ONM
O'Donnell, Naccarato, Mignogna & Jackson
STRUCTURAL ENGINEERS

1435 PALM BEACH LINES BLVD., SUITE 204
WEST PALM BEACH, FLORIDA 33411
361.835-9994 FAX 361.835-8255

UC #0004386
JOB # 341.190



REG
Architects
Interiors
Planners
CORP# AA0002447



Est. 1986

Rick Gonzalez, AIA
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**Town Hall Structural Roof
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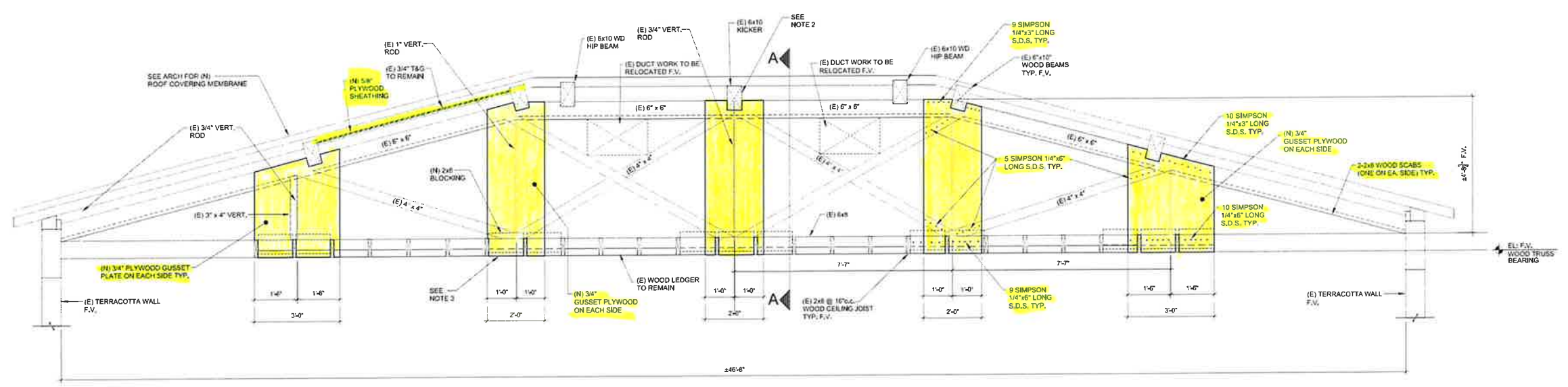
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FL 33403

NO. DATE DESCRIPTION	
DATE	04.10.2023
MODELED	LA
CHECKED	BL/REG
REG PROJECT #	22029
OWNERSHIP AND USE OF THESE DOCUMENTS IS SPECIFICALLY LIMITED TO THE PROJECT AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. ANY REUSE OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE ARCHITECT'S WRITTEN CONSENT IS PROHIBITED. ANY REUSE OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE ARCHITECT'S WRITTEN CONSENT IS PROHIBITED.	

SECTION

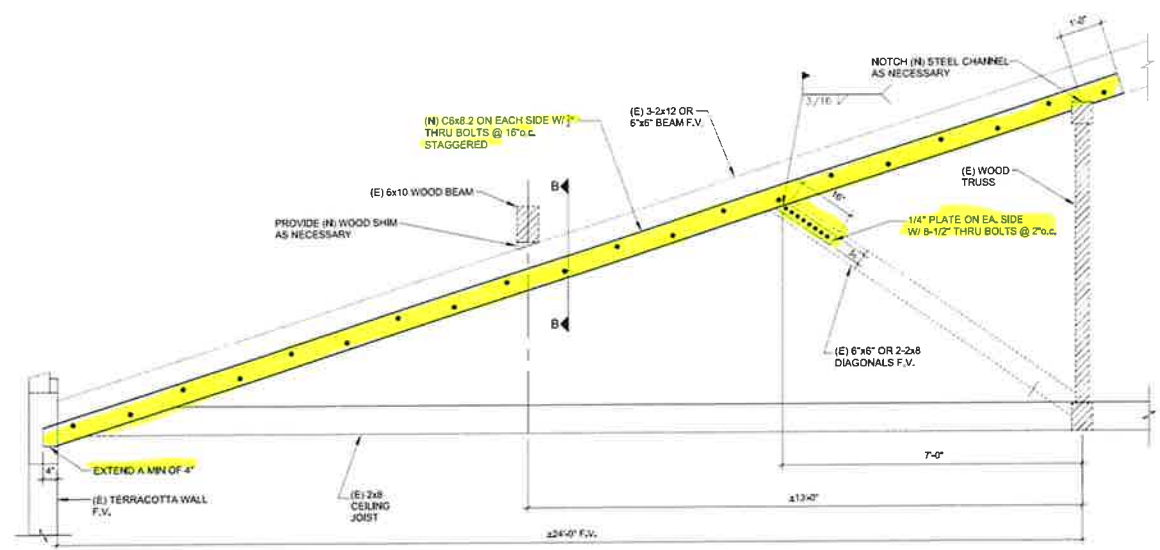
Construction Document Set

S-3

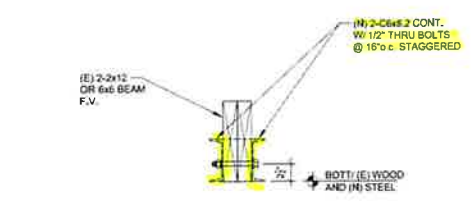


SECTION 1
1/2"=1'-0"

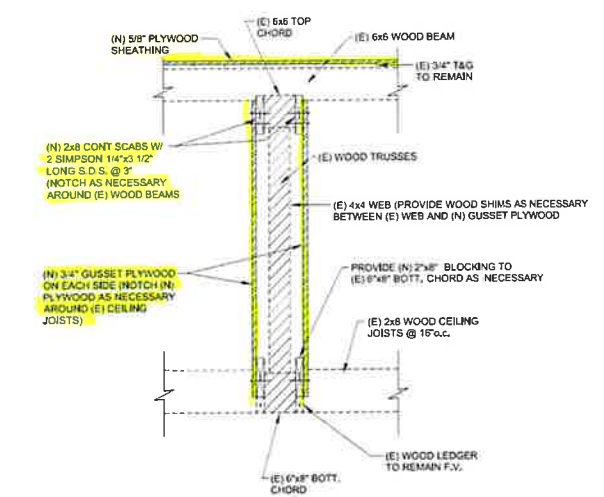
- NOTES: 1) NEW WOOD TO BE SP#1 DENSE GRADE
2) TERMINATE NEW 2x8 HORIZONTAL WOOD SCABS TIGHT AGAINST EXISTING 6x10 KICKER ON ONE SIDE OF TRUSS NOTCH NEW GUSSET PLYWOOD AS NECESSARY.
3) NEW GUSSET PLYWOOD TO BE NOTCHED AS NECESSARY AROUND 2x6 CEILING JOIST.



SECTION 2
1/2"=1'-0"



SECTION B-B



SECTION A-A
3/4"=1'-0"

Joseph F
Mincuzzi

Digitally signed by Joseph F Mincuzzi
DN:
0.9.2342.19200300.100.1.1=A01410
D0000018603DE997C0002A4C5.
cn=Joseph F Mincuzzi, c=US
Date: 2023.06.20 15:36:58 -0400

PERMIT SET
06/20/23

ONM
O'Donnell, Naccarato, Mignogna & Jackson
STRUCTURAL ENGINEERS
1455 PALM BEACH LAKES BLVD., SUITE 204
WEST PALM BEACH, FLORIDA 33411
(561) 835-9994 FAX (561) 835-9255
LIC #0004386
JOB # 341.190



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Originating Department: Finance Department

Agenda Title: Fiscal Year 2022/2023 Final Budget Adjustments

Approved by Town Manager: **Bambi McKibbon-Turner**
 Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
Date: 2023.12.01 10:16:31 -05'00'

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

Account Number: Various **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: 2023.12.01 09:57:48 -05'00'

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

Attachments: Resolution
 Attachment A – Amended Budget Adjustments

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

Summary Explanation/Background:

Fiscal Year End 2022/2023 is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget increase of \$479,800 to Revenue and Expenditures. The Public Improvement Fund has a total budget increase of \$403,000 to Revenue and Expenditures. The Sanitation Fund has a total budget increase of \$376,108 to Revenue and Expenditures.

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

The staff recommends adjusting the following revenue/expenditure items:

I move to adopt Resolution -12-23.

RESOLUTION NO. 95-12-23

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA, AMENDING
THE TOWN BUDGET FOR FISCAL YEAR 2022-2023
AS PREVIOUSLY ADOPTED BY RESOLUTION NO.
67-09-22; PROVIDING FOR SEVERABILITY;
PROVIDING FOR THE REPEAL OF LAWS IN
CONFLICT; AND PROVIDING FOR THE EFFECTIVE
DATE THEREOF.**

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 66-09-22 a final millage rate for the Fiscal Year 2022-2023; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2022-2023, which was adopted by Resolution No. 67-09-22.

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

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

Section 2. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachments "A". An amended budget of the Town of Lake Park Public Improvement Fund is hereby approved and adopted as set forth in the attached Attachment "A". An amended budget for the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth in Attachment "A".

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This resolution shall take effect immediately upon adoption.



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 001 - General Fund					
Revenue					
001-311.100	AdValorem Taxes	31,436			
001-314.100	Utility Tax - Electric	140,000			
001-322.101	Building Permits-250K-1M		-121,000		
001-323.100	Franchise Fees - Electric	50,000			
001-323.700	Franchise Fees - Solid Waste	70,000			
001-335.120	State Revenue Sharing	60,000			
001-347.220	Recreation - Tennis Program		-19,200		
001-361.100	Interest Earnings	300,000			
001-381.404	Transfer Sanitation		-31,436		
Expense					
001-512-104-12000	Regular Salaries			5,000	
001-512-104-23100	Health Insurance			7,500	
001-512-104-41100	Telephone			2,800	
001-512-104-41200	Postage & Shipping			7,300	
001-512-105-11000	Executive Salaries			23,000	
001-512-105-12000	Regular Salaries			8,000	
001-512-105-23100	Health Insurance				-9,500
001-512-105-23150	Opt-Out Payment			4,000	
001-512-105-48100	Advertising			16,000	
001-512-106-11000	Executive Salaries			4,000	
001-512-106-12000	Regular Salaries				-4,000
001-512-106-22000	Retirement				-2,000
001-512-106-22100	Town Retirement Matching				-1,000
001-512-106-23100	Health Insurance				-8,300
001-512-106-31000	Professional Services			5,000	
001-512-106-33000	Accounting, Audit & Elections			8,300	
001-512-106-34000	Contractual Services				-1,000
001-512-106-40000	Travel & Training				-1,500
001-512-106-44200	Equipment Lease				-1,500
001-512-106-47100	Photocopying				-1,000
001-512-106-48100	Advertising			8,000	
001-512-109-23100	Health Insurance				-6,000
001-512-109-34000	Contractual Services				-7,000
001-512-109-48000	Promotional Activity			13,000	
001-512-110-11000	Executive Salaries			8,000	



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 001 - General Fund					
001-513-150-11000	Executive Salaries			9,000	
001-513-150-12000	Regular Salaries				-9,000
001-513-150-23500	Disability				-1,500
001-513-150-31000	Professional Services				-4,000
001-513-150-33000	Accounting & Auditing			8,000	
001-513-150-34000	Contractual Services			9,000	
001-513-150-40000	Travel & Training				-3,600
001-513-150-47100	Photocopying				-900
001-513-150-51000	Office Supplies				-4,000
001-521-200-34000	Contract PBC Sheriff				-6,000
001-521-200-43500	Shot Spotter-Gunshot Detection Syst			6,000	
001-524-500-11000	Executive Salaries			11,000	
001-524-500-12000	Regular Salaries			27,000	
001-524-500-13000	Other & Part Time Salaries				-9,000
001-524-500-23100	Health Insurance			10,000	
001-524-500-34000	Contractual Services				-11,000
001-524-500-34200	Contractual Svc - Cost Recovery			13,000	
001-524-500-34300	Contractual Svc-Code Violations			9,000	
001-524-500-41200	Postage & Shipping				-3,000
001-524-500-47000	Printing				-3,000
001-524-500-48100	Advertising				-1,000
001-530-400-11000	Executive Salaries			6,000	
001-530-400-12000	Regular Salaries			23,000	
001-530-400-13000	Other & Part Time Salaries				-7,000
001-571-700-11000	Executive Salaries			5,000	
001-571-700-12000	Regular Salaries				-1,600
001-571-700-23100	Health Insurance				-3,000
001-571-700-34000	Contractual Services			3,000	
001-571-700-40000	Travel & Training				-1,200
001-571-700-47000	Printing			1,200	



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Item 4.

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 001 - General Fund					
001-572-406-23100	Health Insurance				-20,000
001-572-406-34000	Contractual Services			20,000	
001-572-406-46000	Repair & Maintenance			18,000	
001-572-406-64100	Machinery & Equipment				-18,000
001-572-600-11000	Executive Salaries			4,000	
001-572-600-12000	Regular Salaries			8,000	
001-572-600-13000	Other & Part Time Salaries			6,000	
001-572-600-14000	Overtime Salaries				-11,000
001-572-600-43000	Utilities			23,000	
001-572-600-43250	Garbage & Trash				-1,500
001-572-600-46000	Repair & Maintenance				-1,000
001-572-600-48057	Veteran's Day Event				-3,250
001-572-600-48058	Centennial Celebration				-40,250
001-572-600-52000	Operating Supplies			8,000	
001-572-600-57235	Sponsored Event Expense			6,000	
001-572-600-57245	Back to School Extravaganza			6,000	
001-572-600-57250	After School - Youth Activities Program				-4,000
001-589-900-52700	American Rescue Plan Expense			300,000	
001-589-900-71000	Principal - Series 2009			13,300	
001-591-410-12000	Regular Salaries			12,000	
001-591-410-34000	Contractual Services				-6,000
001-591-410-44200	Equipment Leases			12,000	
001-597-408-34000	Contractual Services				-15,000
001-597-408-43000	Utilities			15,000	
001-597-408-46000	Repair & Maintenance				-13,000
001-597-408-52000	Operating Supplies			6,000	
001-597-408-52100	Gasoline & Diesel Fuel			7,000	
	Total General Fund	651,436	-171,636	724,400	-244,600



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 160 - Public Improvement					
Revenue					
160-361.100	Interest Income	21,000			
160-369.100	Miscellaneous Revenue	253,000			
160-399.999	Balance Brought Forward	129,000			
Expense					
160-559-160-31000	Professional Services			403,000	
Total Public Improvement Fund		403,000	0	403,000	0

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 190 - Streets and Roads Fund					
Expense					
190-541-190-31000	Professional Services				-25,000
190-541-190-43000	Utilities - Electric			33,000	
190-541-190-46600	Traffic Signs & Signals				-8,000
Total Streets and Roads		0	0	33,000	-33,000



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 401 - Marina Fund					
Revenue					
401-331.100	American Rescue Plan Funds	138,300			
401-347.512	Wet Slips	125,000			
401-347.610	Ramp Fees	6,000			
401-347.612	Parking Fees - Overnight	19,000			
401-347.616	Utility Charges	7,000			
401-379.200	Gasoline Sales		-175,300		
401-379.201	Diesel		-120,000		
Expense					
401-579-800-34000	Contractual Services			34,000	
401-579-800-43000	Utilities			32,000	
401-579-800-46000	Repair & Maintenance				-36,000
401-579-800-49600	Bank Charges / Admin Fees			37,000	
401-579-800-52110	Gasoline				-40,000
401-579-800-52120	Diesel Fuel				-27,000
Total Marina Fund		295,300	-295,300	103,000	-103,000

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
Fund: 404 - Sanitation Fund					
Revenue					
404-343.410	Commercial Assessment - SWA	72,881			
404-343.420	Commercial User Fees - TLP	34,000			
404-343.500	Residential Assessments - SWA		-304,000		
404-361.100	Interest Earnings	16,000			
404-364.100	Sale of Surplus Property	56,543			
404-369.100	Miscellaneous Revenue	21,120			
404-399.999	Balance Brought Forward	479,564			
Expense					
404-534-404-12000	Regular Salaries				-63,000
404-534-404-14000	Overtime Salaries			1,000	
404-534-404-21000	FICA				-8



Town of Lake Park
Fiscal Year 2022/2023 Final Budget Adjustment

Account Number	Description	Increase Revenue	Decrease Revenue	Increase Expense	Decrease Expense
404-534-404-22000	Retirement			29,000	
404-534-404-22100	Town Retirement Matching			1,400	
404-534-404-23100	Health Insurance				-43,000
404-534-404-23200	Insurance - Dental				-1,400
404-534-404-23500	Disability				-1,456
404-534-404-31000	Professional Services				-3,000
404-534-404-34000	Contractual Services			569,000	
404-534-404-34310	Disposal Fees - Garbage				-92,000
404-534-404-44100	Rentals			20,000	
404-534-404-44200	Capital Leases			4,000	
404-534-404-46000	Repair & Maintenance			8,000	
404-534-404-46300	Vehicle Parts & Supplies				-6,000
404-534-404-48100	Advertising			10,000	
404-534-404-49400	Uniforms & Clothing				-5,000
404-534-404-52000	Operating Supplies				-5,000
404-534-404-52100	Gasoline & Diesel Fuel				-28,000
404-534-404-52200	Small Tools & Others			2,000	
404-534-404-52400	Containers				-28,000
404-534-404-63101	Improvements-Dumpster Enclosure				-5,000
404-534-404-64100	Machinery & Equipment				-18,000
404-534-404-71000	Principal			62,000	
404-534-404-72000	Interest			8,000	
404-534-404-99110	Transfer to General Fund				-31,436
	Total Sanitation Fund	680,108	-304,000	714,400	-338,292



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Agenda Item No.

Agenda Title: November 15, 2023 Regular Commission Meeting Minutes.

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

Approved by Town Manager Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town
 Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2023.11.20 16:50:56 -05'00'

Laura Weidgans, Deputy Town Clerk

Name/Title

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

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



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday, November 15, 2023

Immediately Following the Special Call Community

Redevelopment Agency Meeting

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

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

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

CALL TO ORDER/ROLL CALL

8:49 PM

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 Community Redevelopment Agency Meeting

SPECIAL PRESENTATION/REPORT: NONE

PUBLIC COMMENT:

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

-Diane Sophinos 338 Bayberry Drive made suggestions for a Town proclamation or resolution for the centennial and also suggested items to place in the time capsule.

-Chuck Jones 2275 N Wallen Drive spoke about the large building next to Dunkin Donuts and feels it is an eyesore and wants to know who voted for that. He also made mention of having difficulty getting in touch with the Town by phone.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated he returned a ground lease to Counsel for Forest Development two weeks ago but has not heard back as of yet.

Town Manager D'Agostino provided comments via Exhibit A and also thanked and commended Public Works Director Roberto Travieso for his service and contributions to the Town.

Vice-Mayor Glas-Castro asked if there is a schedule for the events on Saturday. She asked if staff could share that information with the Commission.

Commissioner Thomas stated that she will have to discuss the January 13th 5k run proposal with staff and does not want to create a conflict of interest in putting it together. She stated that she passed two FRA (Florida Redevelopment Agency) courses. She proudly stated that she voted for the Nautilus project which was brought up in public comment and provided examples of why the project will benefit the Town.

Commissioner Taylor spoke about the process of the holiday lights installation and indicated a desire to have the palm fronds lit as well and not just the trunks.

Commissioner Linden spoke about some items that will go into the time capsule. He thanked the Mayor and Vice-Mayor for their participation in the Veteran's Day Parade. He spoke some more about the time capsule ceremony and the unearthing of the capsule. He advised that a historical trophy that the Town received from the Old Dixie Parade and Fire Department was placed in the Evergreen House. Vice-Mayor Glas-Castro stated that she also proudly voted for the Nautilus project.

Mayor Michaud stated that he also voted for the Nautilus project and provided a summary of the benefits that the Town would receive as a result of the project and residents will start to see the long term benefits as revenues start to come in. Mayor Michaud provided the schedule of events for the Centennial Celebration and encouraged the community to attend. He thanked Commissioner Linden for including him in the Veteran's Day Parade. He spoke about the FRA class that he attended and thanked the Town Manager for encouraging him to attend.

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. November 1, 2023 Public Private Partnership (P3) Workshop Minutes
2. November 1, 2023 Regular Commission Meeting Minutes

Motion made to approve consent items by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.
Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Thomas, Vice-Mayor Glas-Castro and Commissioner Taylor.

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

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

NEW BUSINESS:

3. Resolution 91-11-23 Fiscal Year 2023/2024 Budget Adjustments

Finance Director Jeffrey Duvall provided a summary of the item which would be a budget adjustment in order to move the Facility Maintenance Worker I to Facility Maintenance Worker II.

Motion to approve Resolution 91-11-23 made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

9:30pm

Motion made to adjourn by Commissioner Thomas. Seconded by Vice-Mayor Glas-Castro.

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

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on December 6, 2023

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023



TOWN MANAGER COMMENTS

Item 5.

TOWN COMMISSION MEETING Wednesday, November 15, 2023

Exhibit A

HUMAN RESOURCES

Job Openings:

Dock Attendant -- Hourly rate: \$18.91 to \$30.25
Groundskeeper -- Hourly rate: \$16.51 to \$26.42
Lead Groundskeeper -- Hourly rate \$18.91 to \$30.25
Library Assistant -- Children's -- Hourly rate: \$15.43 to \$24.69
Maintenance Worker -- Hourly rate: \$18.91 to \$30.25
Receptionist/Cashier -- Hourly rate \$18.91 to \$30.25
Sanitation Foreman -- Hourly rate \$26.52 to \$42.43
Sanitation Truck Operator I -- Hourly rate: \$18.91 to \$30.25
Sanitation Truck Operator II -- Hourly rate: \$21.65 to \$34.63
Stormwater Technician II -- Hourly rate: \$21.65 to \$34.63
Public Works Director -- Salary range: \$115,002.64 to \$184,004.23 per year
Recreation Supervisor -- Salary range: \$ 51,545.59 to \$82,472.94 per year

All of the above positions are open until filled.

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

PUBLIC WORKS

The Public Works Department is working to correct structural deficiencies associated with two main drainage lines, located in the median along Seminole Boulevard between Crescent Drive and Australian Circle. A contractor has been retained to complete the necessary repairs to the stormwater system. The project began on **November 13** and is expected to be completed by **December 8, 2023**. Please contact the Public Works Department at (561) 881-3345 or email publicworks@lakeparkflorida.gov with any questions about this project.

Additionally, constructions activities associated with 2nd Street Stormwater Improvements and Road Resurfacing Project are expected to commence on/about **November 20, 2023**. This project is designed to improve stormwater drainage in the general area of 2nd Street, between Foresteria Drive and Evergreen Drive, which had previously been identified as prone to nuisance flooding. Should you have any questions regarding the project, please contact the Public Works Department at (561) 881-3345 or email

publicworks@lakeparkflorida.gov. Additional information is also available on our website by browsing to www.lakeparkflorida.gov and searching for the words "Capital Projects".

Item 5.

SPECIAL EVENTS

Centennial Celebration Time Capsule Ceremony

The Centennial Celebration Committee and the Lake Park Historical Society invite you to join us as we unveil the Town's 75TH Anniversary Time Capsule that was buried at the Clock Tower on Park Avenue. The event will be held on **Thursday, November 16** from 4:00 p.m. – 6:00 p.m. in the Town Hall Commission Chamber. For more information, contact the Special Events Department at 561-840-0160.

Centennial Celebration Festival

The Centennial Celebration Committee invite you to join us **Saturday, November 18** from 3 p.m.-9 p.m. in Kelsey Park for an exciting end to our year-long centennial celebration! There will be live performances; art, craft, food & beverage vendors; as well as a kids' zone, games and activities. The event will culminate with a live fireworks display on the Intracoastal Waterway. For more information contact the Special Events Department at 561-840-0160.

EARLY DISMISSAL

All Town of Lake Park offices will close at 2:00 p.m. on **Friday, November 17**, for early dismissal. Between 12:00 p.m. and 2:00 p.m., staff will be attending the annual Staff Fall Feast at Town Hall, and signs will be posted directing any visitors to the Mirror Ballroom to obtain any necessary staff assistance.

OFFICE CLOSURE

All Town of Lake Park offices will be closed on **Thursday, November 21 and Friday, November 22**, in observance of the Thanksgiving Holiday. The Lake Park Public Library will also be closed on Saturday, November 23. The residential sanitation schedule for Thanksgiving week is as follows:

- Monday, November 20: Garbage cart and vegetation collection
- Wednesday, November 22: Recycling cart collection
- Thursday, November 23: No service in observance of Thanksgiving
- Friday, November 24: Garbage cart and bulk trash collection

HOLIDAY LIGHTS DISPLAY

Item 5.

The Lake Park CRA will host its first HOLIDAY LIGHTS DISPLAY EVENT from **December 1 through January 1**. The displays will light up the night along Park Avenue between 7th Street and 10th Street from 6:00 p.m. to 10:00 p.m. each evening. These three blocks of Park Avenue will be open to motorists most nights, but on Fridays and Saturdays throughout the month of December, as well as on Sunday, December 31, and Monday, January 1, the road will be closed in order to allow pedestrians to enjoy close-up views of the lights, as well as to provide some amazing opportunities for selfies. Assistance will be available on pedestrian nights in order to accommodate those who wish to see the lights but may have challenges that make it difficult to do so. Ample parking will be available on pedestrian nights.

CENTENNIAL CELEBRATION TIME CAPSULE CEREMONY

Item 5.



**THURSDAY, NOVEMBER 16, 2023
4:00 PM - 6:00 PM
TOWN HALL
535 PARK AVENUE
LAKE PARK, FL 33403**

The Centennial Celebration Committee and the Lake Park Historical Society invite you to join us as we unveil the Town's 75TH Anniversary Time Capsule that was buried at the Clock Tower on Park Avenue in 1998. The contents of the time capsule will be displayed in the Commission Chamber located in Town Hall. The Centennial Committee will reveal the items that will be placed in the new time capsule to be buried this year as part of the Town's anniversary. Please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov for more information.



THE CENTENNIAL CELEBRATION
COMMITTEE AND
FOREST DEVELOPMENT / NAUTILUS 220
INVITE YOU TO THE

CENTENNIAL CELEBRATION FESTIVAL

SATURDAY, NOVEMBER 18, 2023
3:00 PM - 9:00 PM
KELSEY PARK

FIREWORKS, LIVE PERFORMANCES
ART, CRAFT, FOOD & BEVERAGE VENDORS
KIDS ZONE, GAMES, ACTIVITIES
FREE ADMISSION & PARKING

FOR MORE INFORMATION AND TO BECOME A VENDOR
OR VOLUNTEER CONTACT THE SPECIAL EVENTS
DEPARTMENT AT 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV



FOREST
DEVELOPMENT

NAUTILUS 220

LUXE WATERFRONT RESIDENCES





TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Item 5.

MEETING DATE: 11/15/23

Cards must be submitted before the item is discussed!!

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

Name: Chuck Jones

Address: 2275 N WALLEN DR

If you are interested in receiving Town information through Email, please provide your E-mail address: GOAT64@YAHOO.COM

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

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

The 16 story eyesore NEXT TO DONUTS

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: 11-15-2023

Cards must be submitted before the item is discussed!!

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

Name: Dianne Sophinos

Address: 338 RAYBERRY Drive

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

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

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

TIME Capsule - clock tower
100 year resolution / proclamation

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: December 6, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute the Second Amendment to the Contract with Shenandoah General Construction, LLC, for the provision of stormwater infrastructure maintenance and repair services.

Approved by Town Manager: Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager, email=btturner@lakeparkflorida.gov, c=US
Date: 2023.11.29 10:28:47 -05'00'

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

Account Number: N/A **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=Town of Lake Park, ou=Finance Director, email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.11.29 10:23:27 -05'00'

Advertised:

Date: N/A **Newspaper:**

1. Agenda Request Form (ARF)
2. Resolution: _____
3. 2nd Amendment to the Agreement between the Town & Shenandoah General Construction, LLC, for Stormwater Infrastructure Maintenance and Repair Services.
4. Executed Agreement between the Town & Shenandoah General Construction, LLC, for the Provision of Stormwater Infrastructure Maintenance and Repair Services.
5. Broward College and Shenandoah 3rd Renewal Letter

Attachments:

Please initial one:

____ Yes I have notified everyone
DB Not applicable in this case

Summary Explanation/Background:

The Town is responsible for the operation and maintenance of a stormwater utility and its associated infrastructure and previously determined a need for a contractor to provide

stormwater infrastructure maintenance and repair services.

On August 4, 2021, the Town Commission approved Resolution 43-08-21, which authorized an agreement (the Agreement) with Shenandoah General Construction, LLC, (the Contractor) for the provision of stormwater infrastructure maintenance and repair services. The term of the Agreement was for a period of twelve months and included two (2) 1-year options.

On November 2, 2022, the Town Commission approved Resolution 79-11-22, which executed the first amendment to the agreement (the Agreement) with Shenandoah General Construction, LLC, (the Contractor) and extended the Agreement for another twelve-month period.

Additionally, the Agreement is set to expire on **November 26, 2023**, and the Town Manager has recommended to the Town Commission that it extend the Agreement for another twelve-month period by exercising its second option (**Attachment 3**).

The Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term.

Town Staff envisions utilizing the Agreement to continue addressing structural integrity concerns in the stormwater utility infrastructure.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 96-12-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; 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 and Shenandoah General Construction, LLC, (Contractor) previously entered into an agreement whereby the Contractor is providing stormwater infrastructure maintenance and repair services to the Town; and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

WHEREAS, the Town Manager has recommended that the Town Commission extend the Agreement for the provision of stormwater infrastructure maintenance and repair services for an additional one-year term.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Shenandoah General Construction, LLC, to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.

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

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND SHENANDOAH GENERAL CONSTRUCTION,
LLC.**

THIS SECOND AMENDMENT to the agreement between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and Shenandoah General Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 (the Contractor) is entered into this day 6 of December, 2023.

RECITALS:

WHEREAS, the Town and Contractor previously entered into an Agreement whereby the Contractor is providing certain stormwater system infrastructure, including, maintenance storm drain cleaning and repair services to the Town (the Agreement); and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into the second option of the agreement, which has a term from November 27, 2023, through November 26, 2024.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2.

The Town and the Contractor hereby agree to extend the Agreement for Stormwater Infrastructure Maintenance and Repair Services based upon the same pricing, terms, and conditions as set forth in the Agreement

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

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

Shenandoah General Construction, LLC:

By:  _____

Title: President _____

Anthony Guglielmi _____
Printed Name

P:\DOCS\26508\00001\DOC\26X7415.DOCX

**AGREEMENT TO PIGGYBACK CONTRACT FOR PROVISION OF STORMWATER
INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 4 day of August, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Shenandoah Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 ("Contractor").

WITNESSETH THAT

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to perform such services; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the Contractor has previously entered into that certain Agreement Number RFP-2018-167-EH with Broward College, a governmental entity that is subject to the procurement rules of the state of Florida, to provide for stormwater infrastructure repair and maintenance services (the "Contract") executed November 27, 2018, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the Contract between the Contractor and Broward College for utilization of the same or similar services and pricing for the provision of stormwater infrastructure maintenance and repair services, and the Contractor consents to the aforesaid "piggybacking."

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. Contractor hereby affirms and ratifies the terms and conditions of the Agreement and agrees to perform the services set forth therein for the Town in accordance with the terms of the Contract it has previously entered into with Broward College on November 27, 2018, a copy of which is attached hereto and incorporated herein.
 4. The Town agrees to utilize the services of the Contractor in the manner and upon the terms and conditions as set forth in the Contract.
 5. Except as otherwise stated herein below, the terms and conditions of the Contract shall be the terms agreed to by the parties.
 6. The terms and conditions of the Contract are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a


written supplement to this contract, and which shall be attached hereto and maintained as part of the Town's official records.

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

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

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor



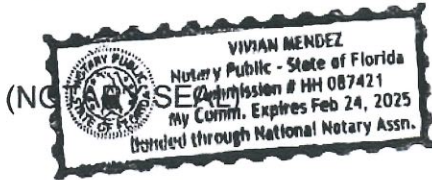
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4 day of August 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: [Signature]
Daniel DiMura

Printed Name

[Signature]
Margaret DiMura

Printed Name

Contractor:
Shenandoah General Construction

By: [Signature]
Its: Vice President

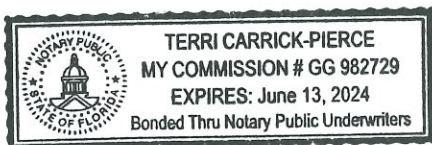
Anthony Guglielmi
Printed

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ Broward

The foregoing instrument has been acknowledged before me this 6 day of August 2021 by Anthony Guglielmi, as Vice President of Shenandoah General Const., and who is personally known to me ~~or has produced~~ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

July 14, 2023

SHENANDOAH GENERAL CONSTRUCTION LLC
1888 NW 22nd Street
Pompano Beach, FL 33069

Attention: Anthony Guglielmi, President
Email: anthony@shenandoahus.com

Dear Mr. Guglielmi,

This letter shall serve to provide notice of Broward College's intent to exercise the third and final renewal option for an additional one year pursuant to the Broward College Contract **RFP-2018-167-EH** for **STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: November 27, 2023 through November 26, 2024

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

Orlando Aponte

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

Cc: Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance
RFP-2018-167-EH File

TYPE/PRINT NAME Anthony Guglielmi	TITLE President
SIGNATURE Anthony Guglielmi <small>Digital Signer: Anthony Guglielmi DN: C=US, E=y.hoffman@shenandoahus.com, O=Shenandoah General Construction LLC, CN=Anthony Guglielmi Date: 7/17/2023</small>	DATE 07/17/2023
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Agenda Item No.

Agenda Title: Follow-up Discussion on Gravel Driveways in Residential Areas.

☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☒ **OLD BUSINESS**
☐ ORDINANCE ON 1st READING
☐ NEW BUSINESS
☐ OTHER: _____

Bambi McKibbon-Turner

Approved by Town Manager _____

Dated _____

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2023.11.30 15:45:09 -05'00'

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:
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 <i>N/D</i> Please initial one.

Summary Explanation/Background:

At the July 5, 2023 meeting, the Town Commission discussed gravel driveways since several properties in Town with non-conforming gravel driveways were cited to bring their driveways into compliance with Town Code requirements. These properties have been granted extensions by Code Compliance on their pending code violations. Some of these property owners approached Commissioners with concerns. It was requested that Staff look into the possibility of allowing gravel driveways in single-family districts on a permanent basis to satisfy **permanent, long-term** driveway needs. The Town Planner researched the regulations in neighboring municipalities and provided the following:

***Palm Beach Gardens** – Gravel is not allowed on a permanent long-term basis as a primary material, but may be allowed on a temporary basis under certain special circumstances.*

North Palm Beach – Gravel is generally not allowed as a primary material on a permanent long-term basis, but there is an opportunity to have the City's Engineer review an application on a case-by-case basis.

Riviera Beach – Gravel is not allowed as a primary material on a permanent long-term basis.

Juno Beach – Gravel is generally not allowed as a primary material on a permanent long-term basis, but there is an opportunity to have the City's Engineer review an application on a case-by-case basis.

Jupiter – Gravel is not allowed as a primary material on a permanent long-term basis.

Boca Raton – Gravel is not allowed as a primary material on a permanent long-term basis.

Delray Beach – Gravel is generally not allowed as a primary material on a permanent long-term basis, but there is an opportunity to have the City's Engineer review an application on a case-by-case basis.

In light of the fact that some of the municipal codes that were researched allow for some discretion by the municipality's Engineer, the Town reached out to our consulting Engineer, Adam Swaney with Engenuity. Mr. Swaney will also be present to answer any questions the Town Commission may have. Mr. Swaney provided the following determinations based on the Town's existing Code regulations:

(Existing) Town Code Section 78-142. Off-street parking and loading.

(c) Off-street parking.

(10) Construction and design of parking areas

f. **Paving standards.**

1. *Reviewed and approved by community development department.* The proposed grading and construction of the off-street parking facilities shall be approved by the community development director.

2. *Materials and methods.* Unless otherwise provided in this subsection (c)(10)f, all vehicular use areas and specialized vehicular use areas shall be improved either with:

i. **A minimum of six-inch shellrock or limerock base with a one-inch hotplant mix asphaltic concrete surface; or**

ii. **A base and surface material of equivalent durability. (added Staff emphasis: see below for Engineer's determination for applicability/enforcement purposes)**

3. **Maintenance of paved vehicular use areas.** All vehicular use areas or specialized vehicular use areas shall be maintained in good condition to prevent any hazards such as cracked asphalt or potholes.

Engineer Determination on “surface material of equivalent durability”:

Commercial:

- Load bearing paver brick with proper thicknesses of base and sand bed.
- Concrete of sufficient thickness with reinforcement steel or fiber.
- 1-1/2 Asphalt with minimum 8” thick rock base if driven over by delivery trucks and garbage trucks.
- 1-1/2” Asphalt with minimum 6” thick asphalt base.
- Turf block might be acceptable in limited areas such as overflow parking.

Residential:

Stay with concrete, asphalt or paver brick. No gravel (gravel is not of equivalent maintenance or durability).

- ➔ Crushed concrete serves the same purpose as rock base. Crushed concrete needs to be covered with asphalt, the thickness depends on the use.

Crushed concrete may also serve as a base for paver brick.

- ➔ Crushed asphalt cannot be contoured or graded as accurately as crushed concrete and is not recommended for any use requiring a nice finish.

In addition, in consultation with the Town Attorney, some additional concerns were raised. Gravel presents aesthetic concerns in a community. Gravel driveways and dirt roads may be appropriate for rural areas, but not for an “urbanized” area. Allowing gravel driveways can depress property values, and will likely cause prospective purchasers to consider other areas. This could then make it very difficult to enforce any kind of code standards regarding the maintenance of gravel driveways. In addition, allowing gravel driveways would be a regressive action to the Town’s desire to become a more attractive community and to attract millennials, families, and others to it.

Finally, the Town Attorney also provided some legal advice regarding the possibility of modifying our Town Ordinance to allow for gravel driveways instead of concrete, asphalt or paver brick, due to pending code compliance cases. This further included the following:

“Given that there have been citations, this process is really in the hands of the Code Magistrate. (This is sort of a “separation of powers” situation). If the Commission wants to forbear on the enforcement of the town code because of property owners who are not in compliance, then the Commission must direct the Town Manager to direct his staff **not to** enforce the code. If the Commission wants those property owners who are currently violating the code to be relieved of the obligation of complying with the code, it will then need to decide to change the code and allow gravel driveways. *Staff will then bring forward such an Ordinance.* Such an approach seems counterproductive to code enforcement in general because going forward whenever someone is cited, they will know that they simply need to ask a commissioner to sponsor a change to the code so that they can become compliant.

Recommended Motion: Discussion for possible direction on how to proceed. Staff, the Town’s consulting Engineer and Town Attorney recommend that the Code remain as-is and that gravel is not permitted as a permanent long-term driveway surface for residential areas.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 6, 2023

Agenda Item No.

Agenda Title: Parks Master Plan Projects Prioritization – Follow-up Discussion

☐ SPECIAL PRESENTATION/REPORTS ☐ CONSENT AGENDA
☐ BOARD APPOINTMENT ☐ OLD BUSINESS
☐ ORDINANCE ON 1st 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, ou=Assistant Town
Manager, email=bturmer@lakeparkflorida.gov, c=US
Date: 2023.11.29 14:23:22 -0500

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: Community Development	Costs: N/A at this time Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Approved Parks Master Plan
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:

The purpose of this agenda item is to provide the Commission with an update on the Parks Master Plan prioritization projects.

On August 17, 2022 the Town Commission approved a Parks Master Plan for Kelsey and Lake Shore Parks pursuant to Resolution 48-08-22. Staff later discussed the various projects that are part of the master plan with the Commission on May 17, 2023 and Staff was asked to develop a prioritization schedule based on the plan's recommendations, internal logistical and operational needs, and available funds.

In follow-up to the Plan's original approval, the children's playground was completed in the park, along with the restriping of some of the courts to accommodate pickle-ball. Given the vast number of projects identified in the Parks Master Plan, it was always intended to implement the projects on phased basis and pursuant to available funds.

Over the past few months and during the budget creation process for this fiscal year, Departmental staff members met several times to discuss the plan's projects. The following prioritization list was developed in collaboration with the Town Manager, Assistant Town Manager, Special Events Director, Public Works Director, Grants Writer, Finance Director, Community Development Director and associated staff members (*design plans are required in order to go out to bid – funds are not currently available to develop design plans*):

#1 (Entryway and Entertainment Space & Associated Landscaping/Trees – The Master Plan's opinion of cost based on illustrative plan only = approx. \$1.8M, plus landscaping/trees – items can be separated to lessen cost):

- ➔ Gateway Plaza/Market/Event Space - \$137,764
- ➔ Amphitheatre Fill/Grading/Accent Paving/Sidewalks - \$745,776
- ➔ Band Shell & Stage - \$750,000
- ➔ Raised Great Lawn - \$25,000
- ➔ Evergreen House & Memorial Gardens (Refurbishment and Patio Enhancements already underway by PW) – Memorials = \$75,500

#2 (Children's Area & Associated Landscaping/Trees – The Master Plan's opinion of cost based on illustrative plan only = approx. \$151K, plus landscaping/trees – items can be separated to lessen cost):

- ➔ Splash Pad - \$151,000

#3 (Waterfront & Associated Landscaping/Trees – Plan August 2022 opinion of cost based on illustrative plan only = approx. \$7.1M, plus landscaping/trees – items can be separated to lessen cost):

- ➔ Beach (Fill, Stairs and Platform at stairs) - \$591,000
- ➔ Stepped Seawall - \$3,153,500
- ➔ Living Shoreline - \$3,000,000
- ➔ Fishing Deck - \$315,400
- ➔ Kayak Launch Structure - \$20,000

#4 (Shade/Seating/Pavilions Structures & Associated Landscaping/Trees – Plan August 2022 opinion of cost based on illustrative plan only = approx. \$680K, plus landscaping/trees – items can be separated to lessen cost):

- ➔ Adult Swings - \$45,000
- ➔ Covered Seating Area - \$135,000
- ➔ Large (40'x40') Picnic Pavilion - \$135,000
- ➔ Shade Sail (\$60,000) & Parent's Plaza/Medium Shade Structure - \$130,000
- ➔ Swinging Benches - \$52,500

****Additional site furnishings are extra and estimated at \$181,500****

The current fiscal year budget does not provide for any direct fund allocations for any of the above references projects. The Town's Grant Writer has provided the following information, as it relates to potential grant opportunities:

Florida Small Cities Community Development Block Grant Program

- One of the subcategories is Neighborhood Revitalization, which would apply to this purpose
- The overview information specifically mentions Park Facilities
- \$13 million was available in the last funding round

HUD Economic Development Initiative – Community Project Funding Grants

- Last year \$2,982,285,641 was available for a total of 1,616 grants

Florida Recreation Development Assistance Program (FRDAP)

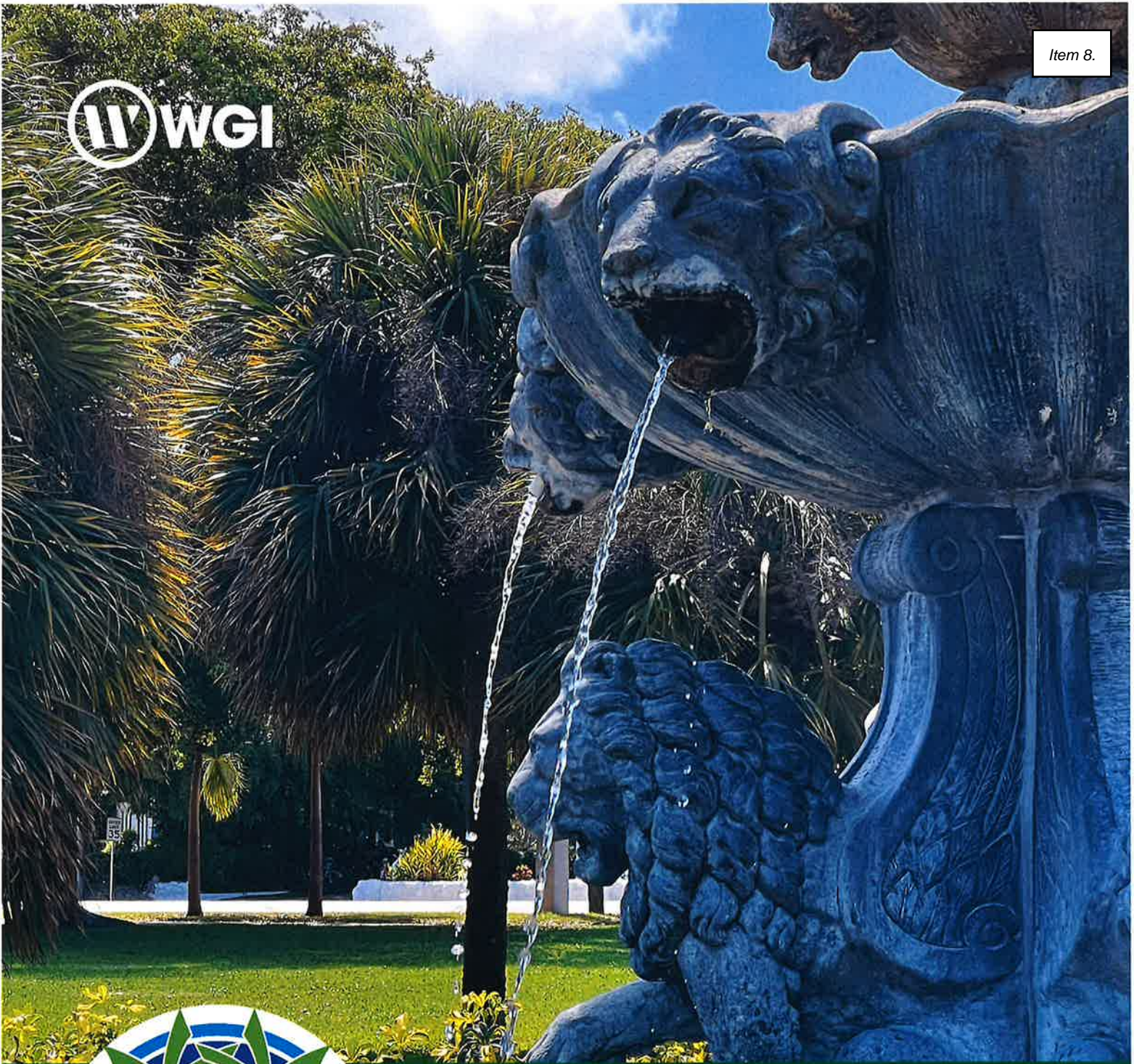
- This opportunity has a \$200,000 cap
- A match is required; the match percentage increases based on the amount of funding requested (i.e, if we apply for a \$200,000 grant, the project needs to be a minimum of \$400,000, but smaller grants require a smaller percentage match)

Florida Inland Navigation District (FIND) grant, which may be applicable due to the location of the sea wall and the provision of public access to the water. This opportunity has a 50/50 match requirement.

The Town's Finance Director is also looking into the possibility to bond several Town initiatives so that implementation can occur sooner rather than later.

Please refer to page 25 of the Parks Master Plan for the approved Parks Master Plan. Also refer to pages 47 through 50 of the Parks Master Plan for the future opportunities that are also identified, along with the opinions of cost for the various projects (**all costs listed are approximates and will need to be updated when a project is selected for implementation**).

Recommended Motion: For informational purposes only.



KELSEY PARK MASTER PLAN

TOWN OF LAKE PARK • FL

AUGUST • 2022

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EXECUTIVE SUMMARY

We were challenged to reimagine Kelsey and Lake Shore Parks as one unified park and a world-class urban waterfront park destination. Through this process we heard from many residents and users on what they love about the park, what is missing, and what needs to be changed. Our guiding principles that developed this design are as follows:

- Create a park that can be purposed and programmed with a variety of different spaces and options. This design is the backbone of new opportunities for events – fitness and yoga, music, arts (both performing and visual), food and festivals.
- Keep the elements that are successful (playground, sports courts, fishing, walking trails) and build upon them with new experiences (splash pad, festival space, adult and young adult activities).
- Develop a park experience that is multi-generational and has activities for all – from those that are young and old, tennis athletes to power-walkers, sports fishers to naturalists.
- Be sustainable so that the park will be here for another 100 years. Use low impact design techniques, native and natural materials, establish resiliency to climate impacts.



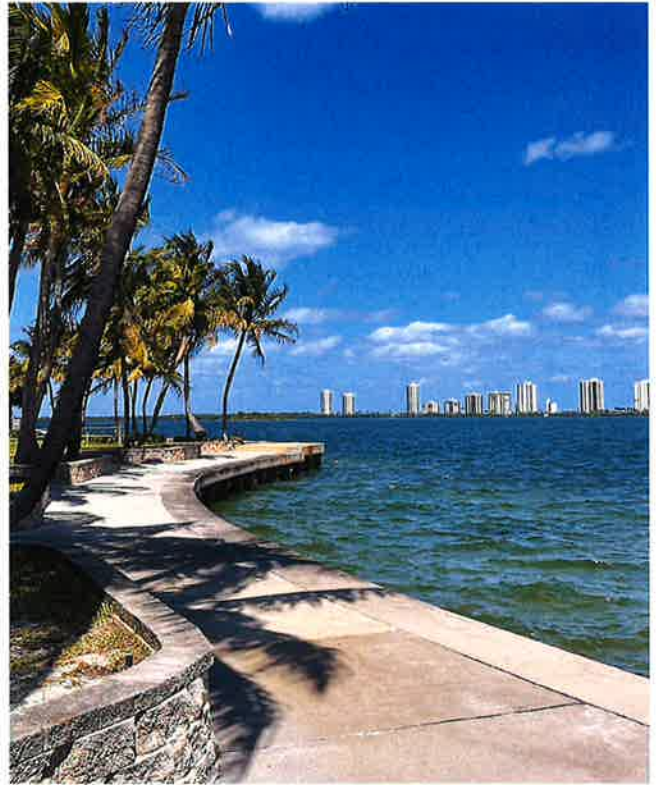
Existing Lake Shore Park Fountain

EXISTING CONDITIONS

I. SITE ANALYSIS

Located at the eastern terminus of Park Avenue between Federal Highway/US-1 and the Lake Worth Lagoon, Kelsey Park has functioned as the main community park and gathering space since the Town's founding in 1923. Lake Park is hoping to re-imagine this critical community space by activating it's urban and waterfront setting, upgrading amenities and uses, and unifying Kelsey and Lake Shore Parks into one cohesive space.

WGI conducted a thorough analysis of the existing conditions at Kelsey and Lake Shore Parks. The following graphics show our analysis of the existing programmatic spaces, circulation to and throughout the parks, existing facilities, memorials, dedications, and utilities. A more in-depth analysis of each existing condition can be found in the Site Inventory Analysis.



Existing Kelsey Park waterfront and seawall

Figure 1: Park Location

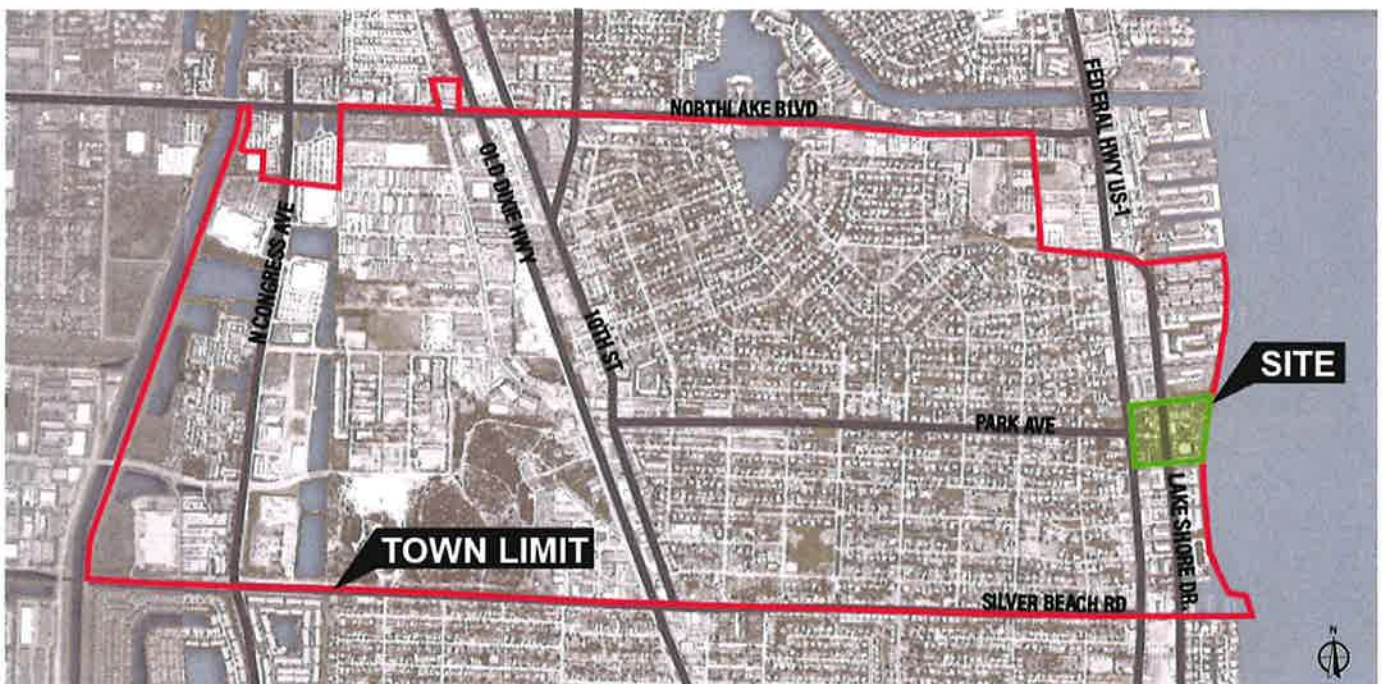


Figure 2: Park Location & Surroundings

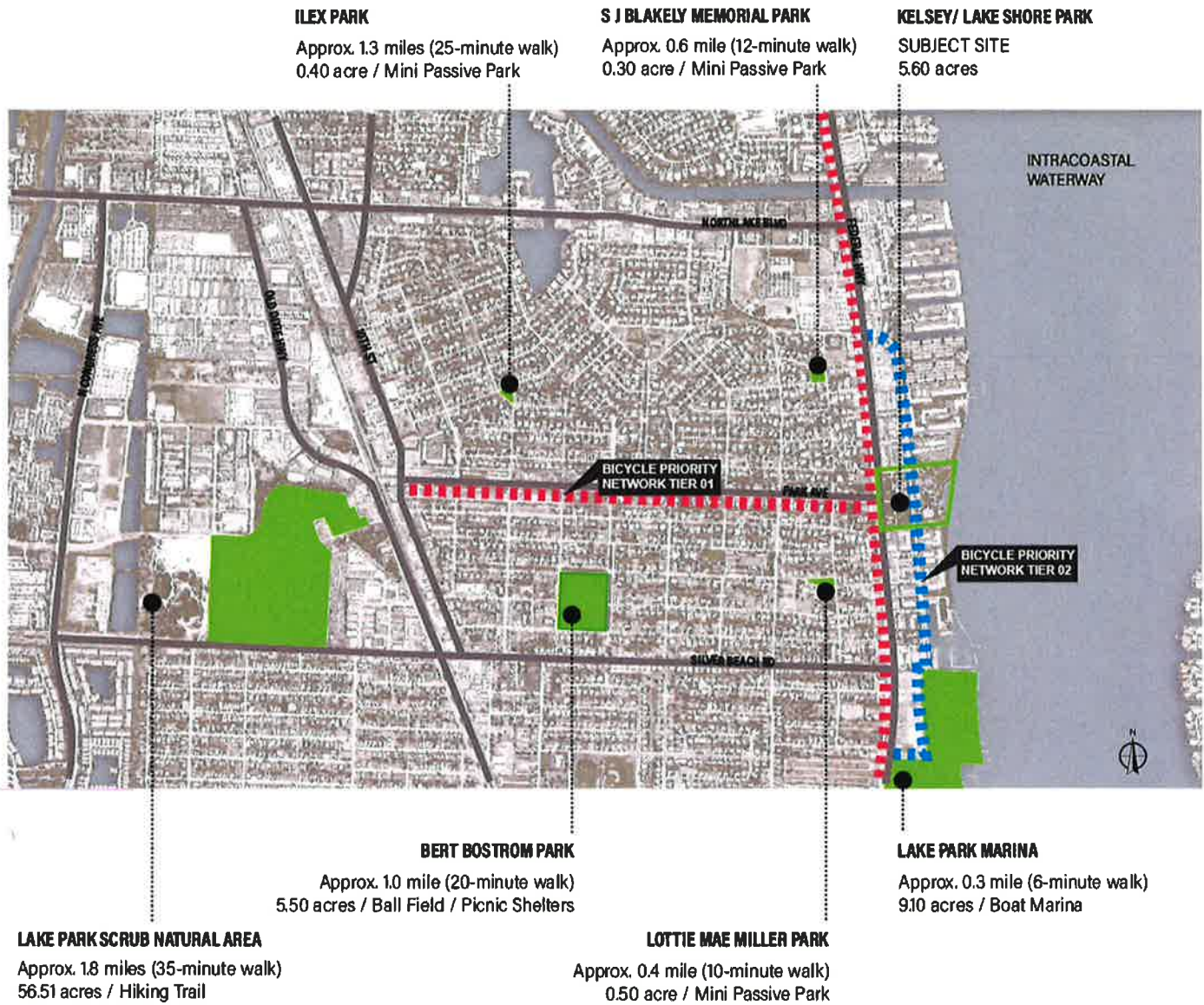


Figure 3: Existing Program

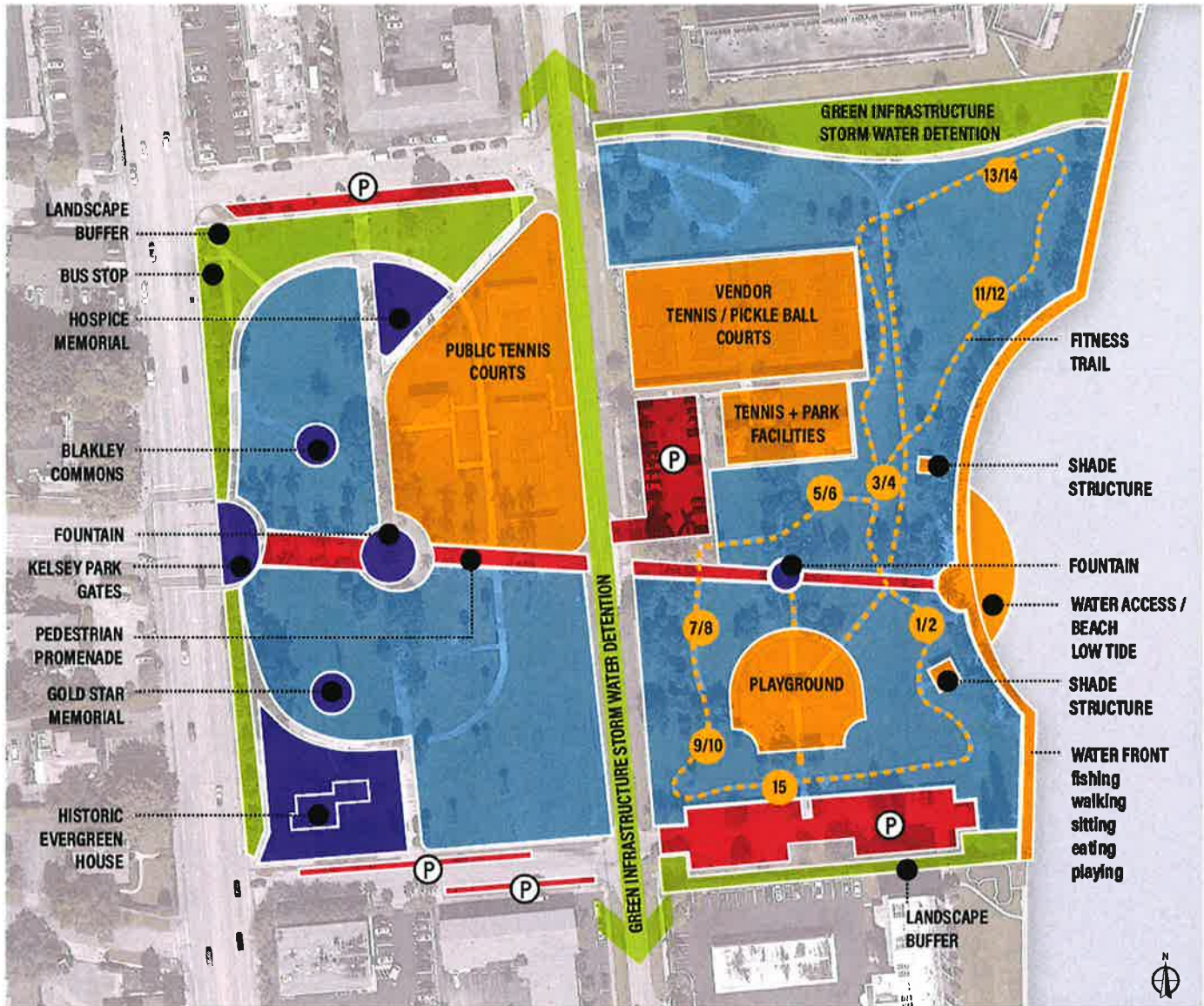


Figure 4: Existing Circulation

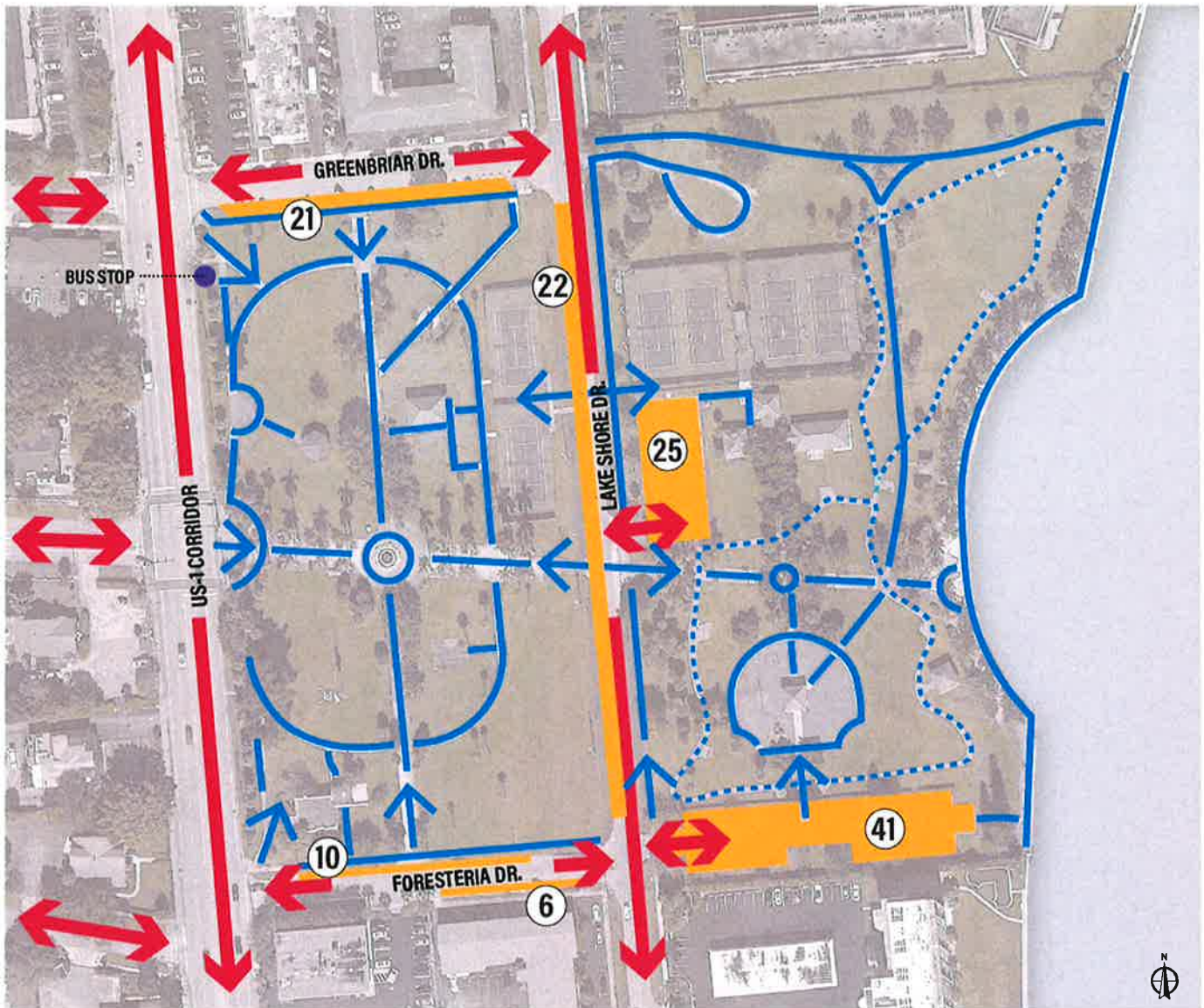
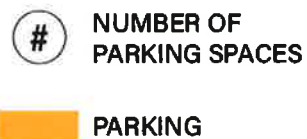
**LEGEND**

Figure 5: Existing Facilities & Structures

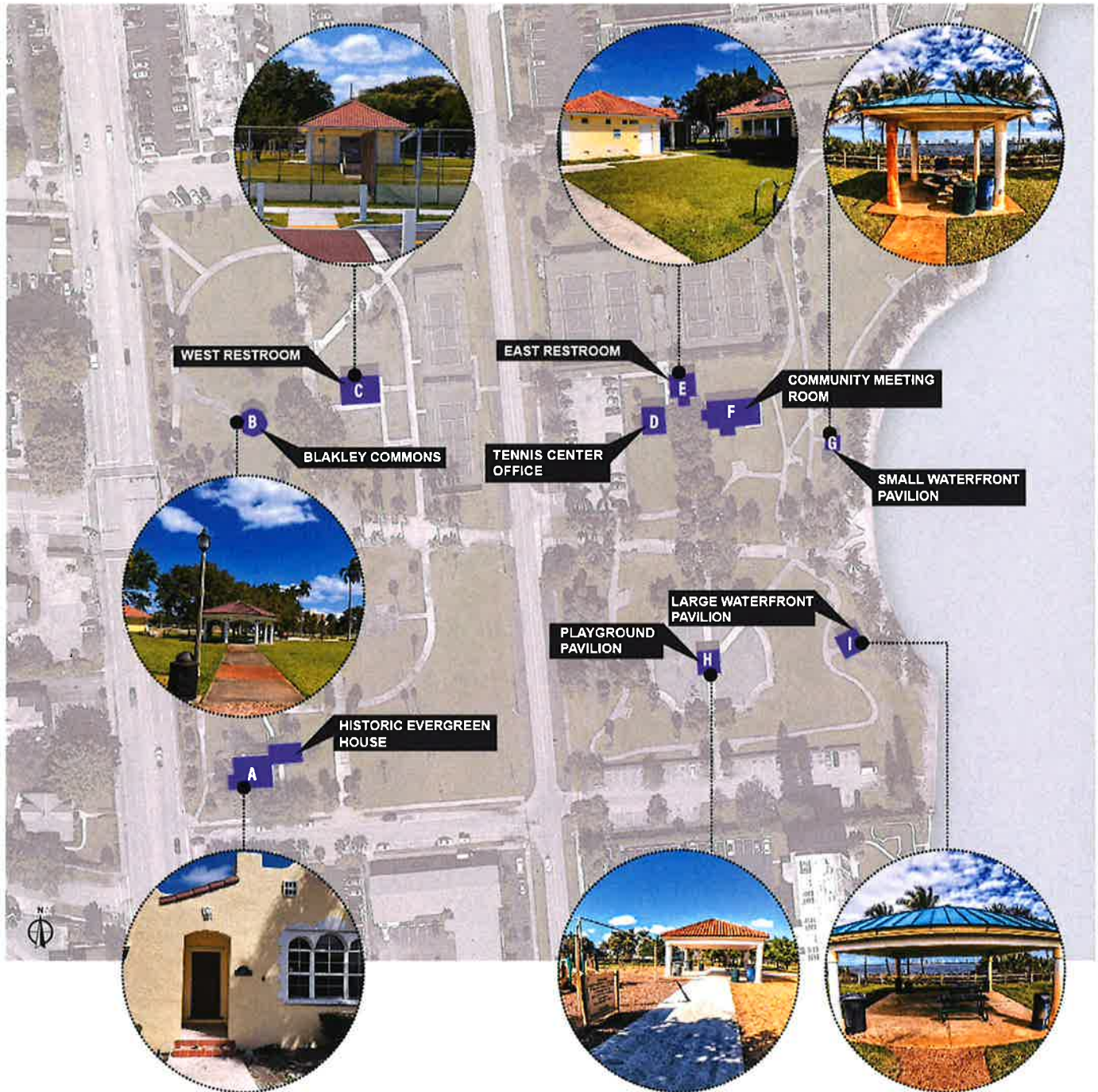


Figure 6: Existing Memorials and Dedications

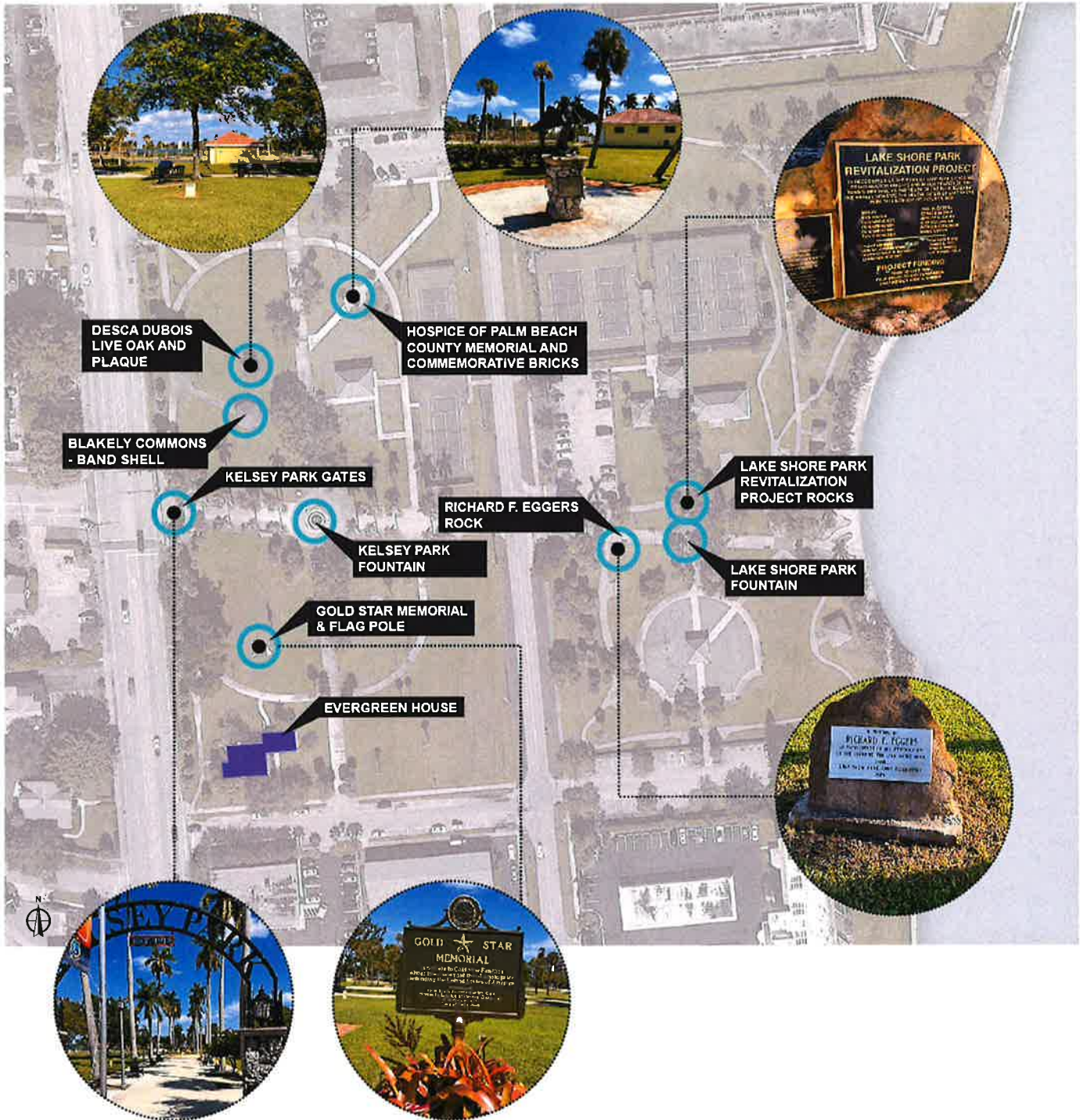
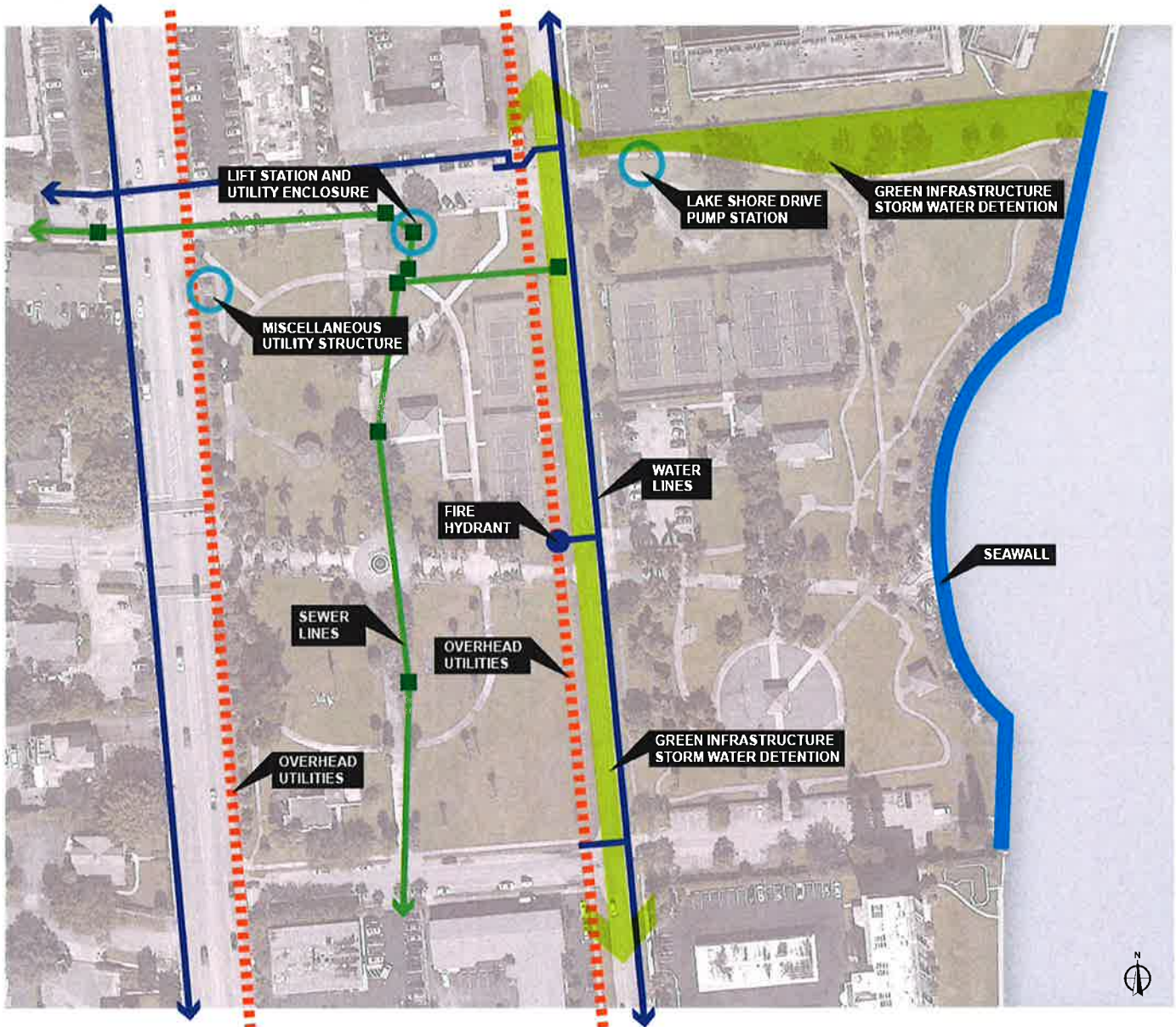


Figure 7: Existing Utilities and Infrastructure

II. SITE VISIT

On March 21, 2022, WGI completed a site visit to review and document the existing conditions of the site (Kelsey/Lake Shore Parks). During the visit, data was collected by means of field notes and photographs to survey the site.



Existing shade trees and palms

Figure 8: Site Visit - Visual Park Inventory

Northern view of the seawall.



Southern view of the seawall.



Northern view of the waterfront.



Existing shade tree.



Water feature.



Central pedestrian walkway.



Kelsey Park Blakely Commons gazebo.



Lake Shore Drive on-street parking.



Lake Shore Drive on-street parking.



Existing landscape along the site's northern edge.



Existing drainage along the site's northern edge.



Existing drainage along the site's northern edge.



Existing trash can style 1.



Existing trash can style 2.



Existing trash can style 3.



Existing bench style 1.



Existing bench style 2.



Existing bench style 3.



Historic Kelsey Park gated entryway.



Kelsey Park entryway sign.



Existing bike rack.



Existing workout equipment.



Lake Park wayfinding sign.

PUBLIC OUTREACH

I. PREVIOUS TOWN OUTREACH

The Town of Lake Park hosted a community workshop on February 27, 2021, to collect preliminary data on the public's opinions on the future of Kelsey Park. The Town's centennial in 2023 was mentioned as a reason to re-envision the park. The Town presented information to the public regarding the park, principle of good public spaces, and finished with a survey that asked participants what elements they want to see in the new park and where they wanted them located.

The workshop showed a public interest in improving the aesthetics, maintenance, and upkeep of the park, with added safety and programming as opposed to major shifts in infrastructure or amenities: The most popular concepts were the playground, paddle board/kayak launch, public seating, fishing pier, jogging path, and splash pad.

The feedback was broken down by Kelsey Park and Lake Shore Park. The most desired amenities for the Kelsey Park section included;

- Children's Playground (13)
- Jogging Field (11)
- Food Truck Court (10)
- Open Field (10)
- Public Seating (10)
- Public BBQ Grills (10)

The most desired amenities for the Lake Shore section of the new park were;

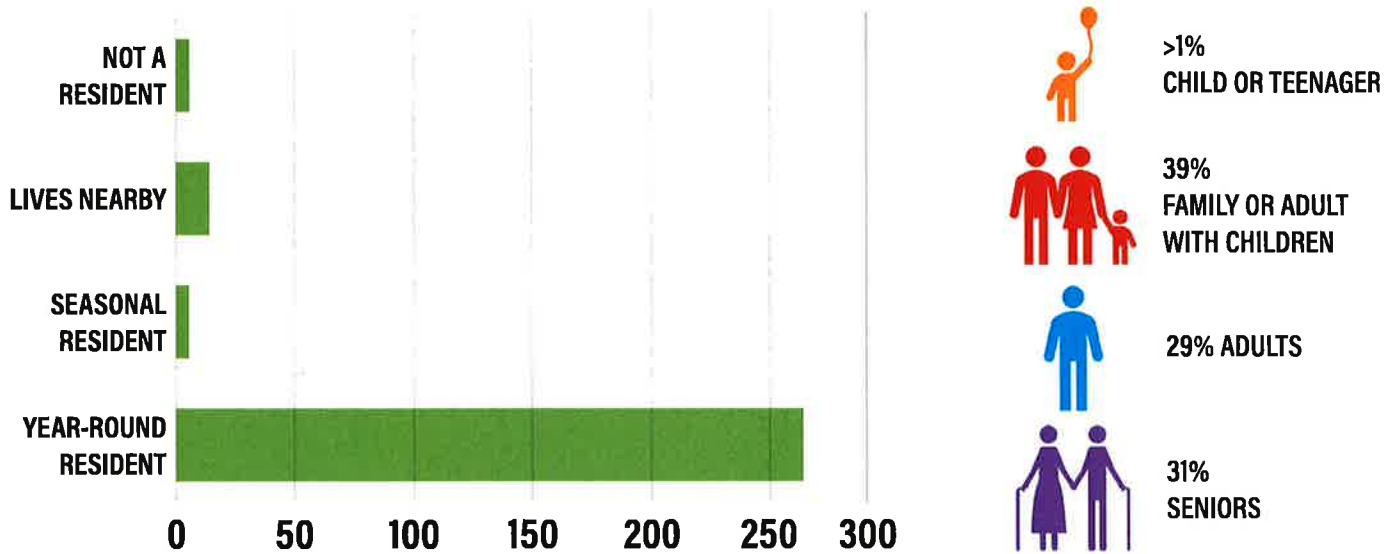
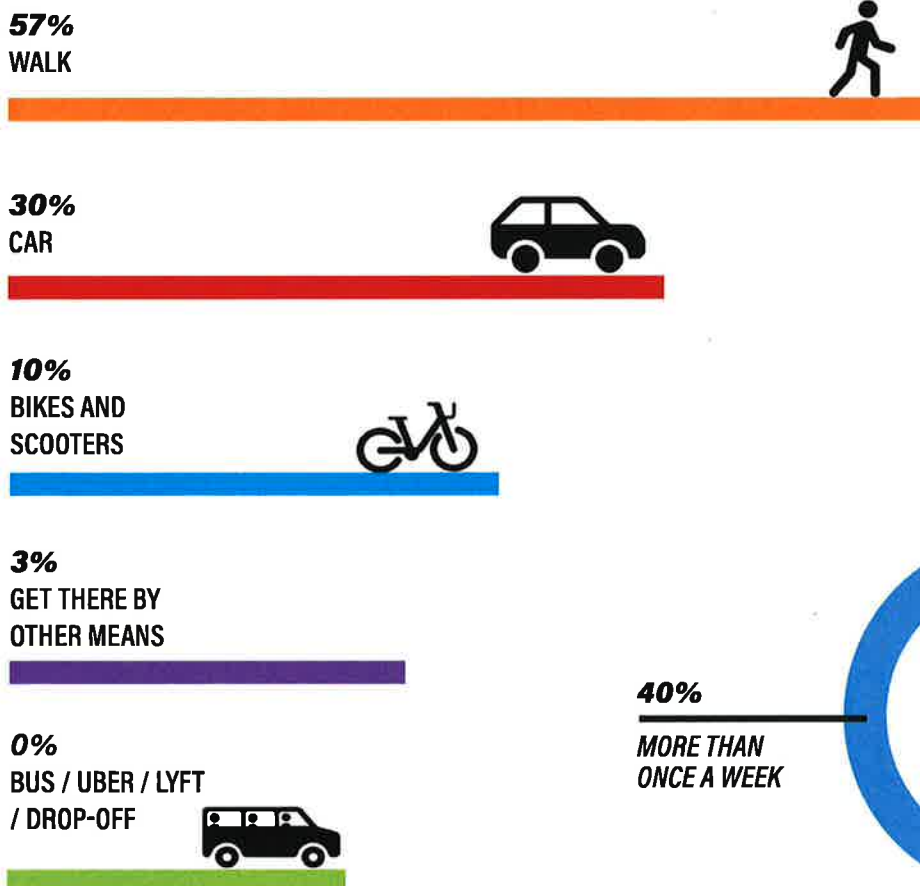
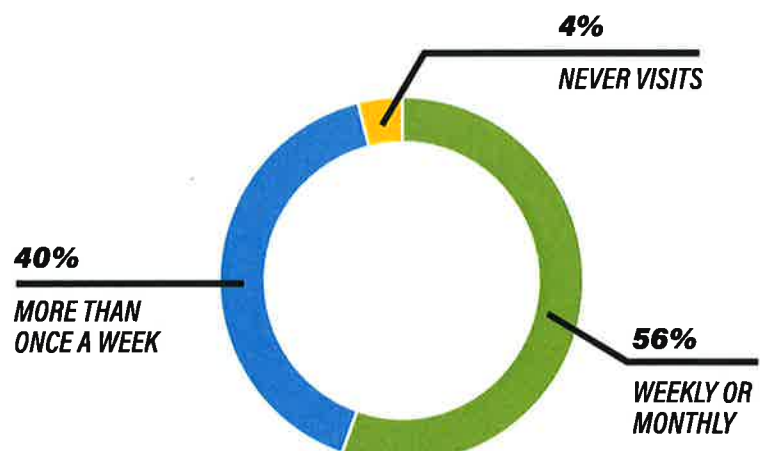
- Paddle Board/Kayak Launch (25)
- Fishing Pier (24)
- Children's Playground (22)
- Public Seating (19)
- Splash Pad (13)

II. WGI SURVEY

WGI developed a survey to collect feedback on the community's priorities and preferences for the future Kelsey Park. Printed copies of the survey were distributed to the public and it was also accessible online through the Town's website. The survey consisted of 12 questions dealing with how the community currently uses the park, how they would like to use it in the future, amenity preferences, safety, and programming. The survey was translated into Spanish and Haitian Creole to maximize participation from non-English speaking residents. WGI also partnered with the local schools and churches to reach Lake Park's school-aged youths, as well as its large Haitian community. In total, 288 people participated in the public survey.

Results of the public survey are showcased on the following pages.

Figure 9: Public Survey Results

Which of the following best describes you?*How do you usually get to Kelsey/Lake Shore Park?**How often do you visit Kelsey/Lake Shore Park?*

In general, how safe do you feel at Kelsey/Lake Shore Park?



37% feel comfortable during the day or night



55% feel comfortable only during the day



4% feel uncomfortable any time of day



4% feel uncomfortable any time of day or night

"We need to constantly bring in more traffic to the park at night. It's deserted and very unsafe when the pickleball activities are not going on. I don't play pickleball but I walk my dog on a daily basis and I certainly feel much safer when all those people and cars are around."

How do you want to use Kelsey/Lake Shore Park in the future?

- Results showed a liking towards **passive activities, water access, children's activities, and community events.**
- **35%** of respondents chose sports courts, fishing, food and drinks, and cultural or art-focused attractions.
- The lowest ranking options were family gatherings and dog related activities.



Example of a splash pad



Example of a movie in the park community event

What do you do when you go to parks other than Kelsey/Lake Shore Park?

- The results leaned towards **passive activities, water access, and community events.**
- **25%** of respondents chose fishing, sports courts, activities with your dog, family or community gatherings, and other activities not listed.
- Other events worth noting are food and children's activities, food and drinks, and cultural or art focused attractions.



Example of an oceanside art festival



Example of live music in the park



Water access in Delray Beach

What park amenities need to be improved or are unsatisfactory?

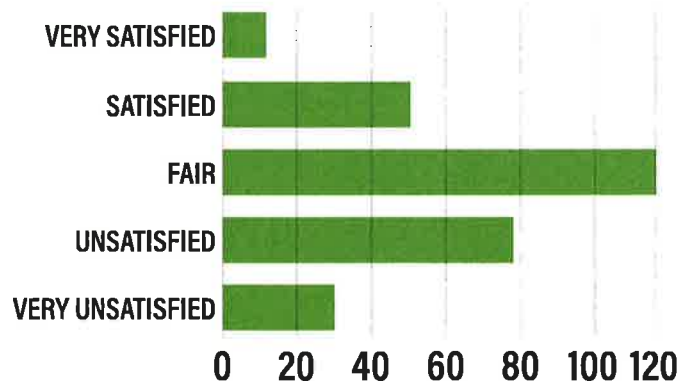
66% voted that the park lacks satisfactory;

1. Children's amenities
2. Shade (canopy trees)
3. Water access, lighting / night time visibility
4. Adult amenities

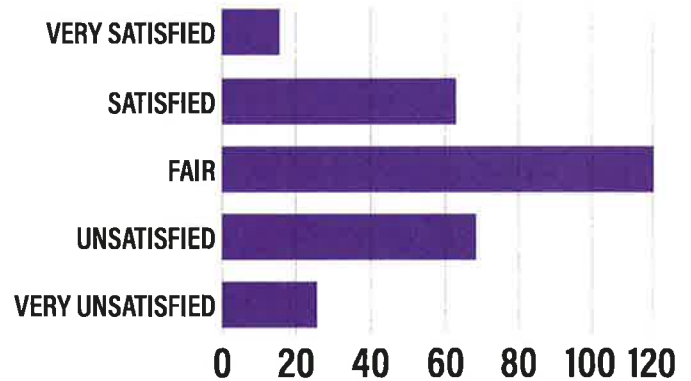
33% voted that the park lacks adequate;

1. Bike rack availability
2. Pavilions
3. Public seating
4. Parking availability

How would you rate the frequency of public programming held at the park?



How would you rate the quality of public programming held at the park?



III. PUBLIC DESIGN CHARRETTE

WGI hosted a public charrette on May 21, 2022. The charrette was broken up into three planning exercises.

A. Visual Preference Survey

First, participants were asked to vote in a visual preference survey to better narrow down their priorities and desires for the future Kelsey Park. Elements the public voted on in the visual preference survey included future programming, water-based activities, seawall designs, art and memorial concepts, planting strategies, and park layout. The survey showed that the public is interested in a more naturalized and passive park space that has the ability to host community events, festivals, and farmers markets. There was a strong desire to better utilize the waterfront and increase water access. Results are shown on the following pages.



Public voting on the visual preference survey

Figure 10: Charrette Visual Preference Survey Results
Programming



Arts or Farmers Market



Picnic Gazebos



Community Events



Formal Amphitheater

Choice

Votes

Arts & Crafts and/or Farmers Market	15
Picnic Gazebos	13
Community Event/Gathering Area	12
Formal Amphitheater	11
Informal Outdoor/Group Fitness	11
Playable Water Feature/Splash Pad	9
Food Truck Court	8
Picnic Area with BBQ Stands	8
Small Food and Drink Kiosk	7
Dog Park	7
Medium Restaurant/Waterfront Bar	5
Formal Outdoor Fitness	4
Informal Performance Space	3
Traditional Splash Pad (Playground)	3
Large Restaurant/Waterfront Bar	2
Active Recreation Sport Courts	1

Water-Based Programming

Choice	Votes
Boardwalk/Overhang Walkway with Beach Access	11
Small Floating Kayak Launch Off Pier	9
Fishing from Seawall	7
Beach/Swimming	6
Fishing Pier	6
Small Bait and Tackle Shop	5
Kayak and Watercraft Rentals & Tours	4
Seawall with Docking & Public Boat Slips	0

Seawall Concept



Stepped Concrete Seawall



Living Shoreline

Choice	Votes
Stepped Concrete Water Access	13
Naturalized Living Shoreline	10
Mangrove Islands Living Shoreline	9
Traditional Seawall & Intercoastal Park	8
Lighting Seawall at Night	6
Mangrove Lined Living Shoreline	5
Boulder Re-enforced Seawall with Beach	5
Intracoastal Park and Boardwalk	3

Art & Memorials



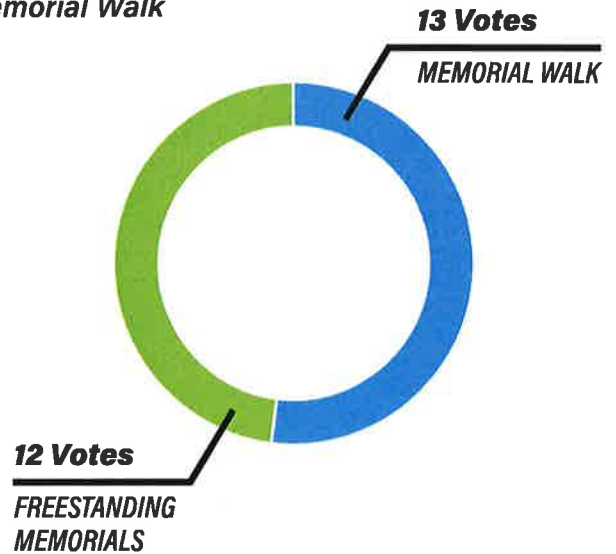
Shade Structure as Art



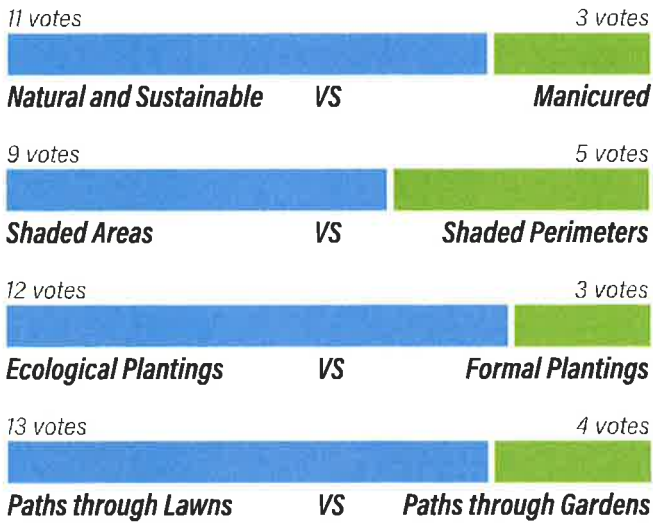
Local Artist Mural

Choice	Votes
Shade Structure as Art	15
Local Artist Mural	11
Traditional Sculpture	10
Contextual Sculpture	7
(Wind Activated) Dynamic Sculpture	3
Contemporary Sculpture	2

Freestanding Memorials versus Memorial Walk



Planting Feel



Natural & Sustainable



Shaded Areas

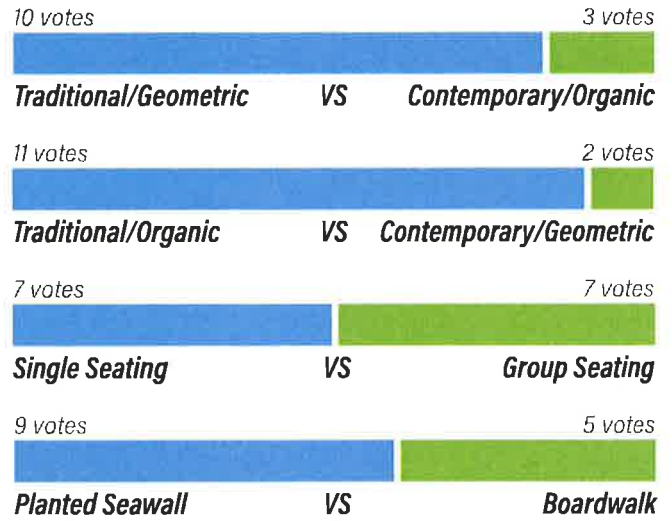


Ecological Plantings



Paths through Lawns

Park Layout and Feel



Traditional/Geometric



Traditional/Organic



Single Seating



Planted Seawall

Figure 11: P.A.R.K. Exercise Results

P	A	R	K
PRESERVE	ADD	REMOVE	KEEP OUT
<i>Greenery</i>	<i>Shade</i>	<i>Homeless</i>	<i>Loiterers</i>
<i>Small-town Feel</i>	<i>Seating</i>	<i>Noise (pickleball)</i>	<i>Loud Noises</i>
<i>Exercise Paths</i>	<i>Art</i>	<i>Light Spillage onto Condominiums</i>	<i>Commercialization</i>
<i>Shade</i>	<i>Community Events</i>	<i>Private Clubs</i>	
<i>Walking Paths</i>	<i>Color</i>	<i>(no public access in a public park)</i>	
<i>Water Access</i>			

B. P.A.R.K. Exercise

Secondly, the public participated in a P.A.R.K. exercise. This acts as a modified S.W.O.T. exercise where the public is asked what elements of Kelsey Park they want to Preserve, Add, Remove, and Keep Out. The elements that received multiple mentions are shown in the graphic above.

C. Drawing Charrette

Finally, the public was invited to participate in a design charrette. The public was divided into three working groups with each being led by a designer. The public sketched out their ideas for the future Kelsey Park with guidance from the WGI team. The three draft plans designed by the public in this exercise were later refined into Concept 1 and Concept 2 shown on page 21.



Members of the public taking part in the drawing exercise



Members of the public taking part in the drawing exercise

IV. CONCEPT WORKSHOP

WGI held a public workshop on June 11, 2022, to unveil the two conceptual site plan alternatives developed from the charrette. The purpose of this workshop was to select a preferred site plan and refine the site plan elements into the final design.

A. Concept 1

Concept 1 unifies Kelsey Park and Lake Shore Park with two rings of pedestrian circulation flanking the main axis. A memorial garden is proposed in the southwest corner. The northeast corner contains a strolling garden plaza for quiet reflection. The seawall steps down to the water with hybrid living shoreline proposed on the northern and southern portions.

B. Concept 2

Concept 2 unifies the two parks with an angular sidewalk network. The historic east-west axis and existing palms are retained and emphasized with associated flowering trees. Existing memorials are kept in place. Two public tennis courts are re-striped into eight pickleball courts. Two historic homes are proposed for relocation to the northwest corner for commercial re-use. A central boardwalk is flanked by a naturalized living shoreline.

C. Mapping Exercise

The public selected their preferred concept and then identified specific elements and amenities they preferred to see in the final plan. The public chose Concept 1 as the preferred site plan through the mapping exercise and interactions with participants.

The final results from the mapping exercise showed a strong dislike for both designs for the northwest corner of the park. The majority rejected either the relocated pickleball courts

or the relocated houses. The relocated houses fared slightly better with four votes for and seven votes against versus the pickleball courts with three votes for and nine votes against. People who preferred the pickleball courts mentioned that the number of courts and amount of parking was too great, and the final design should show half of the proposed.

The splash pad location received only three comments with two voting for Concept 2 with the pad adjacent to the playground versus one vote for Concept 1 with the pad attached to the playground. Concept 2 was the preferred choice in conversations with the public during the workshop.

The overwhelming majority preferred the seawall with the monumental staircase leading to the water bordered by a living shoreline shown in Concept 1. No participants voted for Concept 2 with the boardwalk option. The design elements and features of the Concept 1 seawall were also popular in the visual preference survey.

Seven participants voted on whether they wanted to have additional parking or open space north of the tennis courts. The overwhelming majority wanted to see open space with only one participant voting for more parking, though this person said that it should only include half of what is shown. Participants at the workshop also stated they do not believe that parking is a major issue, especially with the new street parking available along Lake Shore Drive.

Finally, several participants stated in the mapping exercise that they would like to see pickleball reduced or removed from the park. Several participants stated that pickleball would be more appropriate at Bert Bostrom Park and the new Kelsey Park should be a more passive park space.

Figure 12: Concept 1



Figure 13: Concept 2



D. Visual Preference Survey II

After the participants voted on their preferred concept, the public took part in another visual preference survey. The survey asked participants to provide their opinions on lighting options, seating, shade elements, landscaping, seawall materials, and park amenities. The results of the visual preference survey are shown below.

Figure 14: Workshop Visual Preference Survey Results

Seating



Swings



Traditional Park Bench

Choice	Votes
Swings	14
Traditional Park Bench	13
Sculptural/Seating as Art	6
Lounge/Adirondack Chairs	4
Seating Walls	4
Movable Tables and Chairs	4

Lighting



Short Path Lights



Up-Lighting

Choice	Votes
Short Path Lights	18
Up-Lighting/Illuminated Treetops	13
Light Poles - Traditional Style	13
Architectural Lighting	6
Light Poles - Contemporary Style	3
Sea Wall Lighting	3

Shade



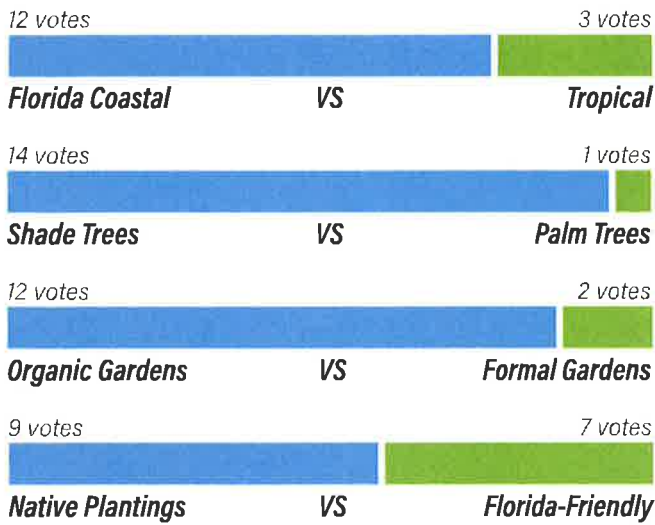
Shade Trees



Trellis with Flowers

Choice	Votes
Shade From Trees	17
Pergola or Trellis with Vines/Flowers	16
Pergola	6
Shade Sculpture	4
Contemporary Pavilions	4
Traditional Style Pavilions	4
Shade Sails	3
Umbrellas	1

Landscape



Florida Coastal Plantings



Shade Trees



Organic Gardens



Native Plantings

Seawall Design



Decorative Pavement



Living Shoreline

Choice

Votes

Seawall Path

Mix of Materials/Decorative	10
Plain Concrete	4
Stamped Concrete	1
Pavers or Brick	0

Seawall Design

Seawall With a Lower Level with a Living Shoreline	11
Mangrove-inspired Bio-concrete	3
Single-Level Concrete (Existing)	1
Stepped Gabion Sea Wall	0

Amenities

Choice

Votes

More Bike Racks	10
Drinking Fountain/Water Refill Station	11
Grills	12
Electric Outlets/Charging Stations	2
Educational Signage	9
Pick-up/Drop-off Area	2
Renovated Bathrooms	7
More Recycling and Trash Cans	8

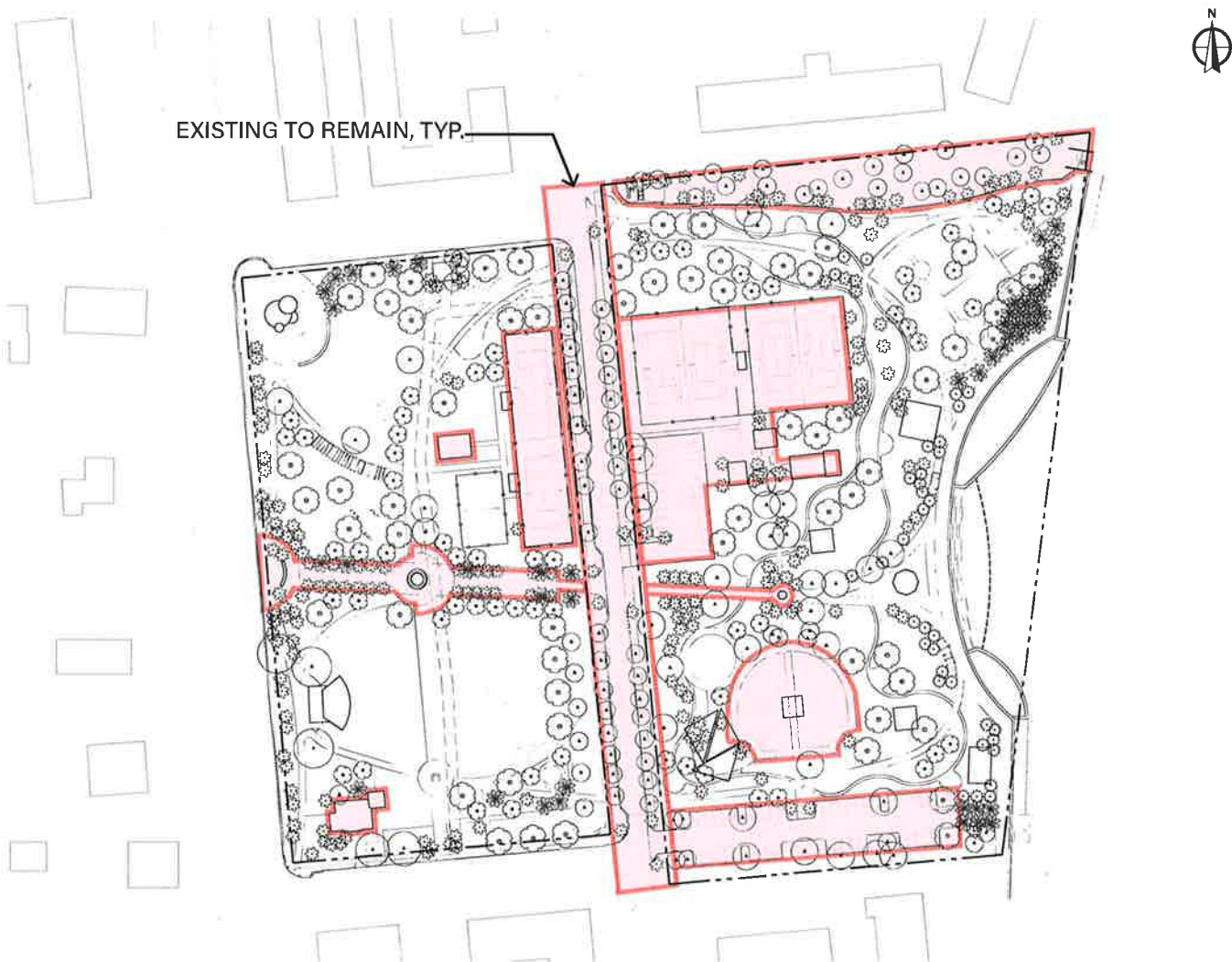
PREFERRED ALTERNATIVE

I. OVERVIEW OF THE PLAN

The new Kelsey Park will become the crown jewel of Lake Park and a cherished public amenity for the local community. The final design for the new Kelsey Park was tailored to the needs and desires of the Lake Park Community. The design parameters were defined by the town and the elements included reflect the input and feedback received during the public participation process.

The master plan presented here is a framework to guide the development of Kelsey Park in the future. The next steps are to secure funding for projects and begin more detailed design to ready them for construction. While the final design of the new park's amenities should follow the guidelines laid out in this master plan, they may differ in final appearance and configuration.

Figure 15: Existing Elements to Remain



Golden Park Master Plan

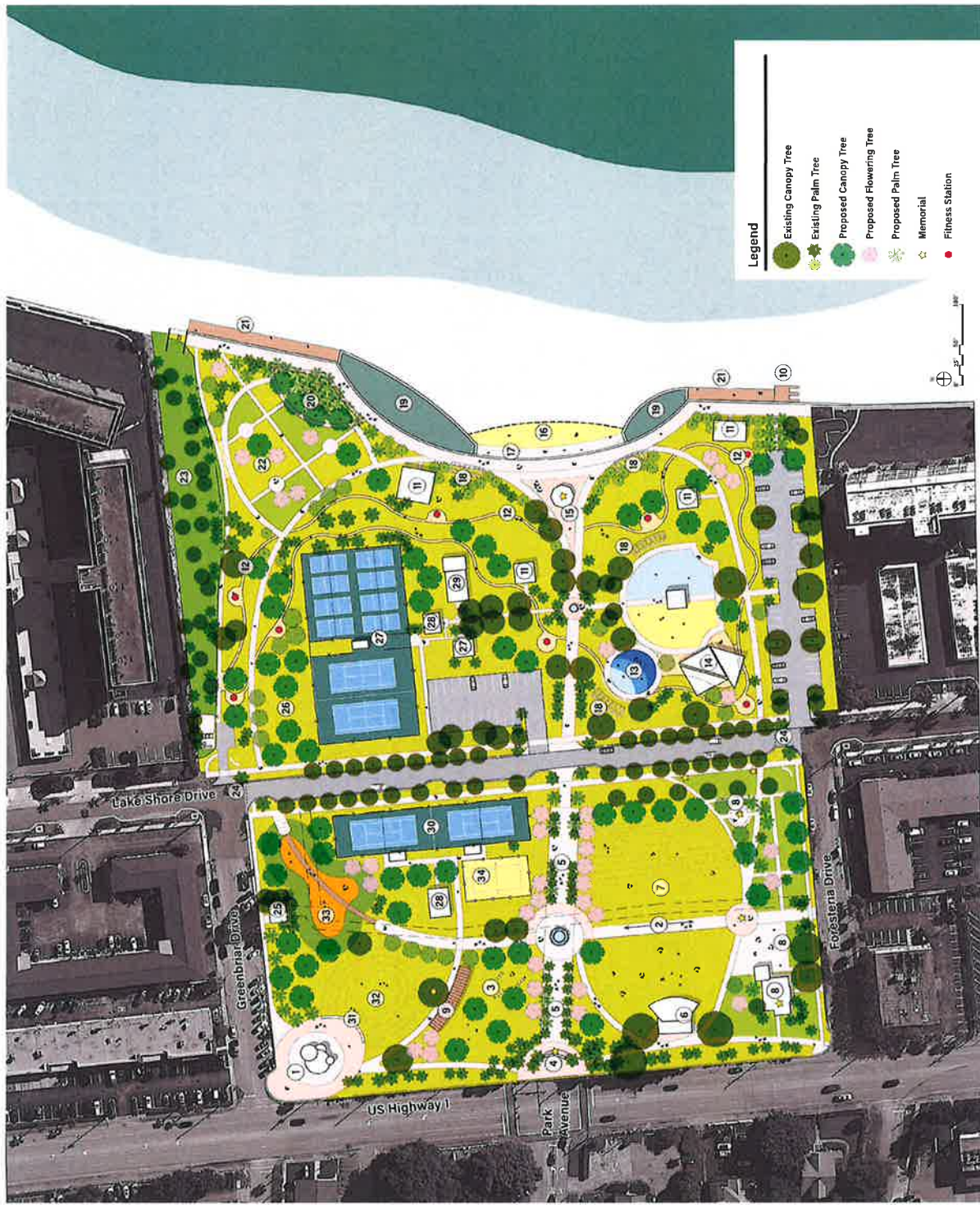


Figure 16: Final Illustrative Plan

Key

- 1 Gateway Plaza w/ Public Art
- 2 Market/Event Space
- 3 Adult Seesaws
- 4 Historic Gateway Plaza + Gates
- 5 Preserved Historic E-W Axis
- 6 Band Shell
- 7 Great Lawn
- 8 Evergreen House + Memorial Gardens
- 9 Covered Seating Area
- 10 Koyak Launch
- 11 Picnic Pavilion
- 12 Fitness Trail
- 13 Splash Pad
- 14 Shade Sail + Parent's Plaza
- 15 Waterfront Plaza and Relocated Kakey Pavilion
- 16 Beach
- 17 Stepped Sea Wall
- 18 Swinging Benches
- 19 Living Shoreline
- 20 Palm Court + Sunfise Plaza
- 21 Fishing Platform
- 22 Strolling Gardens
- 23 Bioswale (Existing)
- 24 Lake Shore Dr. Entry Sign (Removable Bollards Close for Events)
- 25 Lift Station (Existing)
- 26 Additional Parking (20 sp.)
- 27 Vendor Operated Tennis Center (Existing)
- 28 Restrooms (Existing)
- 29 Community Meeting Room (Existing)
- 30 Public Tennis Courts (Existing)
- 31 Mural/ Retaining Wall
- 32 Raised Lawn
- 33 Rain Garden with 12 and up Nature Play
- 34 Sand Volleyball Court

A. Park-wide Design Elements

Plantings & Landscape

The new infrastructure and park amenities were designed around existing vegetation to preserve as many trees as possible. Kelsey Park and Lake Shore Park have several large canopy trees and the master plan preserves the majority of them. This strategy of preservation will allow the park to have a mix of tree sizes and keep existing shade.

The master plan recommends expanding the park's canopy by planting additional shade trees. Shade provided by natural vegetation was a high priority across all stages of the public outreach program.

The plan also recommends focusing on primarily native plantings with some additional Florida-friendly species. The community voiced a preference for a more natural, Florida coastal environment as opposed to a formal garden planted with exotic tropicals. The native trees, shrubs, and flowers will reinforce the natural ecosystem of the park and support local wildlife.

The use of native plantings and Florida-friendly landscaping is in compliance with Lake Park's preferred planting list.

Lighting

The master plan recommends that the future Kelsey Park be lit with a combination of traditional style light poles and pedestrian path lighting fixtures. Additionally, up-lighting should be used to emphasize specific areas of the park like the waterfront and main east-west axis. This will provide a more welcoming atmosphere for people visiting the park later in the evening.

Special attention should be taken to select fixtures that prevent light spillage onto adjacent properties. The light poles should have light cut-off fixtures to prevent spillage. Up-lighting should be careful to not be directed at the nearby condos. Finally, lighting for the sport courts should be reconfigured to reduce light spillage onto adjacent properties.

All lighting installed will be energy efficient, LED lights.

Lake Shore Drive





Lake Shore Drive recently went through a streetscape project that added landscaping and on-street parking to the 700-foot length of road that bisects the park. Lake Shore Drive can be utilized as staging area for major festivals and celebrations. The street is currently being retrofitted with removable bollards that will allow the Town to shut it down for special events. The street can also be outfitted with a decorative pavement treatment to emphasize that this block of the street transverses a predominately pedestrian space and vehicles need to watch for walkers, children, and other park users.

The on-street parking spaces are ideal locations for food trucks. The new streetscape provides adequate parking space and the configuration allows for the trucks to open on to the park side, preventing queuing in the street.

Figure 17: Landscape Analysis and Tree Disposition



LEGEND

	OPEN LAWNS		PRESERVED TREE
	GARDENS OR PLANTING BEDS		NEW TREE
	GREEN INFRASTRUCTURE		

B. Programming

The new Kelsey Park is designed to accommodate a wide array of programming options. The spaces are flexible in the way they can host multiple events, activities, and amenities. This will allow the Town to efficiently and effectively activate the park while providing flexibility to the funding and resources the Town dedicates to its operation.

Passive Recreation

Passive space in parks are areas that are less structured and allow more flexibility in how people can use the space. Passive elements of parks include gardens, paths, lawns, and picnic areas.

The park is designed to be a primarily passive space. This strategy is built upon the public feedback received during community outreach. Survey respondents identified passive activities as the primary way they want to use the park in the future.

Passive areas of the park include the Great Lawn, strolling gardens, palm court, and memorial gardens.



Open lawns are an example of passive areas



Playgrounds and splash pads are active spaces

Active Recreation

Active spaces are designed with specific infrastructure to facilitate a specific use. These spaces include sport courts and playgrounds.

Active uses in the new Kelsey Park are found in the center portion of the park. The primary active uses include the children's area of the park consisting of a new playground, splash pad, shaded seating areas, and pavilions, the ADA compliant fitness trail, as well as the sport courts (tennis, pickleball, and volleyball).

Green Infrastructure

Green infrastructure includes rain gardens, bioswales, pervious paving, and living shorelines. These features allow the park to efficiently drain stormwater and prevent inundation from storm surge.






The plan preserves the existing bioswale along the northern portion of the park as well as those flanking Lake Shore Drive. A rain garden at Lake Shore Drive and Greenbriar capitalizes on an existing low point of the site. This feature will also act as a nature-based playground for children to explore and experience the natural environment.

Finally, a living shoreline concept is being implemented along approximately three quarters of the new seawall. This will allow the park to better withstand storms and waves while also providing a habitat for wildlife.

Figure 18: Proposed Programming



LEGEND

	MEMORIALS		ACTIVE RECREATION
	GREEN INFRASTRUCTURE		PASSIVE RECREATION
	ACCESS & CIRCULATION		

C. Circulation

Pedestrian Circulation

The internal circulation of the park unifies the four quadrants with a holistic circulation pattern of looping trails. The historic east-west axis remains as the primary entrance and pedestrian pathway to the waterfront. The overarching concepts and objectives of the internal circulation design were to prioritize safety, the pedestrian experience, and to link the former two parks into one.

D. Utilities

Electric

The plan proposes additional electrical hook-ups in areas anticipated to hold festivals, art shows, farmers' markets, live music, and other community events. These can be installed in tangent with the new lighting fixtures.

Water

The splash pad will need to be connected to the water main along Lake Shore Drive. Additional service lines may be needed if the Town decides to install additional drinking fountains and water bottle refill stations along the exercise path.

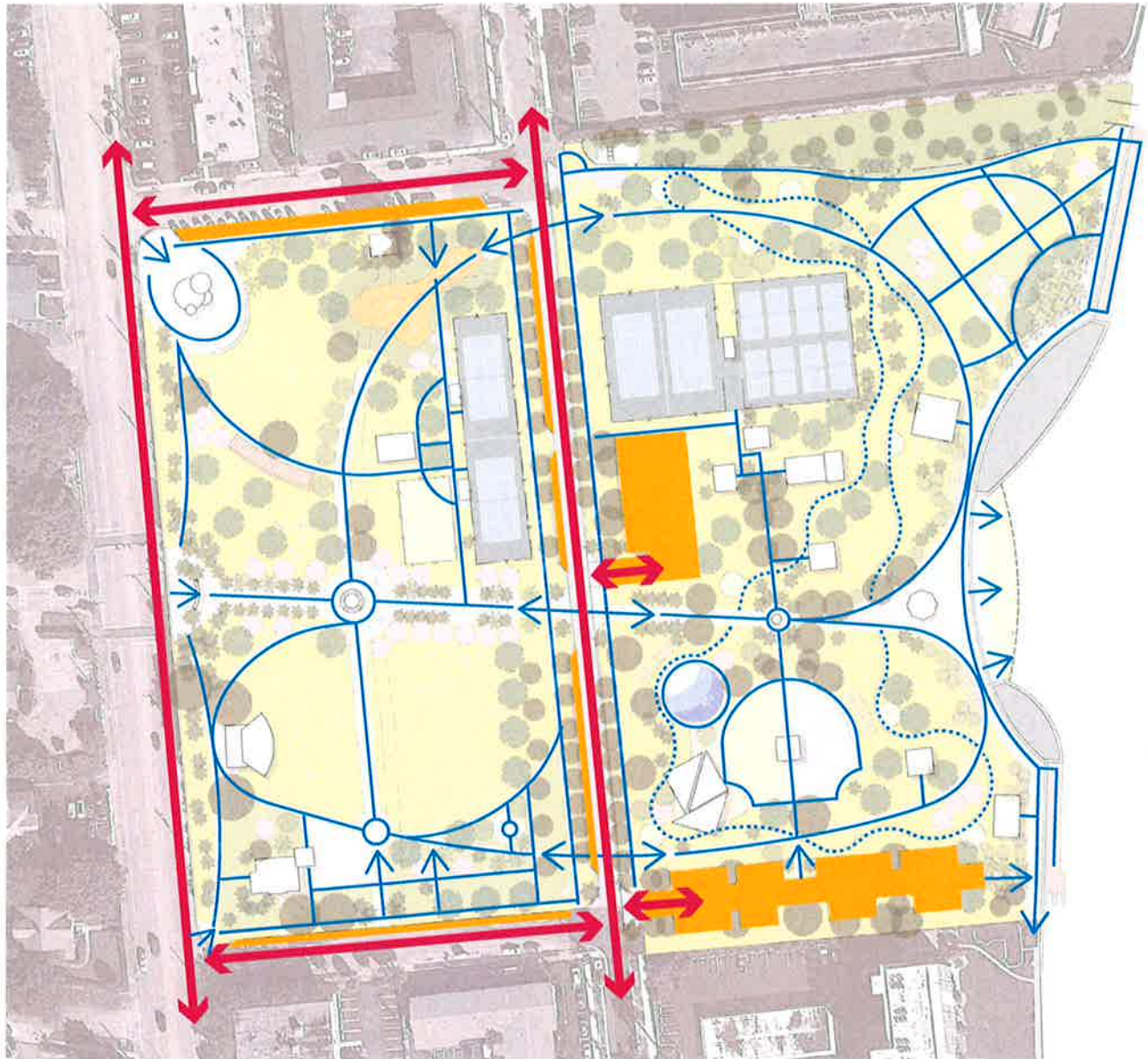
Sewer

No updates to the sanitary sewer service are anticipated with this master plan.

Stormwater

The proposed design adds minimal impervious surfaces. As the low point of the park, the proposed rain garden south of Greenbriar Drive will efficiently collect the stormwater runoff from the northwest section of the park. The existing stormwater infrastructure has the capacity to properly drain the park's new layout.

Figure 19: Circulation

**LEGEND** **VEHICLE
CIRCULATION** **PEDESTRIAN
CIRCULATION** **PARKING** **PEDESTRIAN
ENTRANCE** **FITNESS
TRAIL**

E. Sustainability

Stormwater & Flooding

The park master plan is designed in tangent with the stormwater improvements undertaken by the Town in the last few years. The new park layout will be properly drained by the existing bioswales along Lake Shore Drive as well as the bioswale constructed adjacent to the 801 Lake Harbor Towers condominiums.

The living shoreline proposed along the seawall will improve the park's resiliency to future storms. The living shoreline will buffer the seawall by breaking up incoming waves and the root systems will prevent erosion during large swells.

Sea-Level Rise

The new seawall design will improve the park's resiliency to coastal flooding from king tides, tropical storms, and sea-level rise. The living shorelines and monumental steps will prevent water encroachment from storms and tidal events. The new seawall design accounts for the latest sea-level rise data by raising the elevation to 5' NAVD88 approximately 2' higher than existing.

F. Activating the Park

The existing park is not being used by the community to its full potential. Several elements were identified by the public as reasons why they limited their visits to the area. The main reasons people did not go to Kelsey Park were lack of shade, lack of children amenities (playground), lack of events, and the homeless population. The new Kelsey Park master plan aims to address these issues.

Shade

The existing park has few large canopy trees. Instead the park is planted predominately with palm trees and ornamentals. These types of

trees do not provide adequate shade and several large open spaces in the park are fully exposed to the elements. The lack of shade was the top complaint amongst residents and it prevents the park from feeling welcoming.

The plan rectifies this by shifting the focus from palms to canopy trees like live oaks, gumbo limbos, and mahoganies. The canopies of these trees will provide plenty of shade and shelter while providing enough clearance below to allow for activities. Shade trees will be concentrated around seating areas to leave some spaces open.

Children's Amenities

The former playground was a primary reason for visiting the park. Several residents indicated that the need for children's amenities was critical to bring them back to Kelsey Park.

The new park will provide the children of all ages with a plethora of activities. The playground equipment will be replaced and a new splash pad installed adjacent to it. Seating areas shaded by pergolas, flowing vines, and shade sails will surround the playground and splash pad, providing a comfortable place for parents to watch over their children.

The proposed design establishes a nature-based playground adjacent to the rain garden to provide children an opportunity to explore the natural world and learn about their environment. Our public outreach indicated that this interactive learning experience was desired by the residents of Lake Park.

Finally, older children and teenagers will have the opportunity to access the Intracoastal via the stepped seawall as well as kayak from the new launch pad.

Programing & Events

Programing is a key elements in reactivating Kelsey Park. Many residents indicated that they did not go to the park because there was not much to do. There is a strong desire to see Kelsey Park activated as the heart of the community by hosting art festivals, farmers markets, and community events.

The new Kelsey Park is designed to be flexible and able to host a wide variety of events. Art festivals and a green market can be hosted along the main sidewalk spine of the park, live music and performances can be held on the Great Lawn, ceremonies can take place near the memorial gardens, and concerts can take place on the waterfront with the monumental steps acting as amphitheater seating.

Programming does not need to always be coordinated or funded by the Town. Local organizations and civic groups can use the park to host their events/celebrations to draw people to the park. Events like movie night in the park, yoga in the park, and live music can be hosted by third parties.

Deed & Zoning Restrictions

The park is in the "P public" zoning district. Uses permitted in this district include town hall, recreation facilities, parks and playgrounds, swimming pool areas, libraries, municipal offices, fire and police stations, aquariums, museums, public works facilities, water and sewage plants, etc.

The language of Kelsey Park's original deed states that the park must remain free and open to the public. This specifically applies to the original Kelsey Park boundaries on the west side of Lake Shore Drive. As such, access to the park will remain free in perpetuity. This does not limit the activities of vendors operating activities that are permitted in the park, like the tennis center.

G. Impact on Adjacent Uses

Special attention was given to how the proposed park design and uses will impact its neighbors. Several design elements were incorporated based on feedback and comments from people who live next to the park. This includes issues of noise, light spillage, and lack of family-friendly, community-focused programming.

H. Security

While the park should always remain free and open to everyone, the comfort and security for all user groups is important to the success of the park. This master plan design aims meet several Crime Prevention Through Environmental Design (CPTED) principles by activating and provide eyes on the park through the scattering of new and different active uses in and around previous underutilized areas of the park. It is the hope that the increase of more appropriate activities will discourage those that are conducting undesirable ones. In addition, these new improvements and upgrades to the maintenance will prevent the "broken window effect"- where each problem that goes unattended leads to increased issues.

In addition, we make the following recommendations:

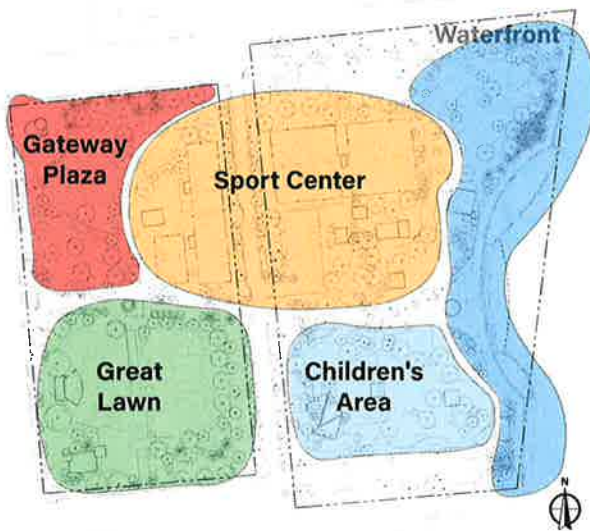
- Obtain a CPTED review by the PBC Sheriff Office once the landscape and lighting is designed.
- Establish a "Friends of Kelsey Park" or garden club volunteer organization to aid in maintenance activities, be the eyes & ears for Town staff on the users of the park, and establish regular activity in the park.
- Partner with local homeless outreach organizations to work with those that may have nowhere else to go, gain an understanding of their situation, and work towards an appropriate solution.

- Reevaluate and enforce the park rules for open hours, overnight parking, alcohol consumption, and smoking. Those that are committing criminal activities or violating posted park rules should be removed from the park.

II. THE ZONES OF THE PARK

The park was designed in zones. Each zone provides different amenities and activities for park patrons.

Figure 20: Kelsey Park Zones



A. Zone 1: Waterfront

The dynamic waterfront of the new Kelsey Park provides the public with the water access that was so highly sought after by the community. This zone provides access to the Intracoastal, areas for quiet reflection, spaces for small group activities, and provides an array of ecological and environmental benefits. Amenities and features of the waterfront zone include the following:

- Seawall
- Beach Access
- Living Shoreline
- Fishing Platforms
- Kayak Launch
- Strolling Gardens
- Palm Court
- Open Lawn Space
- Swinging Benches
- Pavilions

Seawall & Promenade

The seawall will be replaced due to the current age and structural deficiencies. The new seawall will be built in the same footprint as the existing, but will be raised approximately 2' to an elevation of 5' NAVD88 to accommodate future sea level rise.

The seawall will be topped with a promenade walk similar to the existing seawall. The plan recommends decorative pavement be used to distinguish the promenade as a special space.

Beach Access

The stepped seawall allows direct access to the water and beach areas as well as providing informal seating to enjoy the view of the Intracoastal. The steps can also be used as amphitheater styled seating for events that bring in a floating stage that would be docked off of the seawall.

Living Shorelines

Living shorelines flank the stepped seawall and provide a wide array of ecological benefits including stabilizing the shore, supporting the local ecosystem, and protecting against storm surge. This will allow the park to better withstand storms and waves while also providing a habitat for fish, birds, and manatees.

Fishing Platforms

Fishing platforms are found on the north and south ends of the seawall. These platforms will operate as a lower level of the seawall to provide fishermen closer access to the water. The platforms will include lighting, seating, and a fillet station.

Kayak Launch

A floating kayak launch is located at the southern tip of the seawall to provide additional water access for nautical activities. This location provides easy access to the launch from the existing parking lot and reduces conflicts with motor boat traffic associated with the marina.

Strolling Gardens

The public was adamant about having locations in the park for peaceful reflection and relaxation. The north-east section of the park provides this tranquil space. This portion provides an area for residents to stroll among native flower gardens, enjoy shade from trees, and areas sit and enjoy the waves of the Intracoastal. The landscape is botanical display of color and texture designed for viewing with seating and hardscape materials specifically located to discourage loitering.

Palm Court

A "palm court" is located adjacent to the gardens to provide space for quiet reflection and to enjoy the view of the Intracoastal.

Open Lawn Space

Open lawn spaces are located among the strolling gardens to allow for small group activities in an intimate setting. These lawns will be perfect for yoga in the park, religious gatherings, and picnicking.

Swinging Benches

Swinging benches, shaded by pergolas and flowering vines, are located near the top of the grand staircase overlooking the water. The public indicated that swinging benches were a top seating element desired in the new Kelsey Park.

Pavilions

Two new pavilions are located in the waterfront zone. These will provide spaces for small group gatherings along the Intracoastal. Members of the public identified these as critical elements of the new park because religious congregations and community organizations use the existing pavilions for their activities and need larger spaces to continue growing these events in the park. Pavilions will include seating and grills.

Figure 21: Waterfront Zone



B. Zone 2: Children's Area

The southeastern sector of the park will become the young children's play area. The children's play area will have easy access to the existing parking, shade provided by the canopy trees, a pavilion for children's parties, and plenty of shaded seating for parents. Amenities in this zone include the following:

- Playground
- Splash Pad
- Parent's Plaza
- Covered Seating Areas
- Pavilion

Playground

New playground equipment is being installed in the fall of 2022 in the location of the previous playground. This will become the heart of the new children's activity area and reintroduce a major amenity that has been a top priority for the community.

Splash Pad

A new splash pad will be located adjacent to the new playground. A splash pad was a top request from the public according to outreach efforts. The splash pad provides an amenity that has been missing from the Town of Lake Park.



Example of a small splash pad.

Parent's Plaza

A plaza and seating area covered by shade sails will be constructed next to the playground and splash pad for parents and guardians of the children using those amenities. This will allow parents to keep a close eye on their children while having access to comfortable seating.



Seating shaded by a pergola structure.

Seating

Additional seating areas shaded by pergolas will be located around the splash pad and playground to allow parents to watch over their children from multiple vantage points while still being shaded from the sun. The seating areas further act as barriers to give the children's area a sense of enclosure and security.

Pavilion

A new pavilion with seating and grills is located in this zone to provide an area for family gatherings or children parties that want a sheltered place to host an event with easy access to the playground and splash pad. The pavilion also acts as a barrier between the playground and the waterfront.

Figure 22: Children's Area Zone



C. Zone 3: Sport Center

The central portion of the new Kelsey Park is comprised of sport courts and related facilities. This is the more structured and actively programed section of the park. Amenities in this zone include:

- Tennis Courts
- Pickleball Courts
- Sand Volleyball Court
- 15-Station Fitness Trail
- Bathroom Facilities
- Pavilion

Tennis Courts

The tennis courts shall remain in their existing locations. The courts will be resurfaced and re-stripped as part of an independent Town project.

Pickleball Courts

We recommend the existing public tennis court be restriped for pickleball and public tennis relocated to the east side of Lake Shore Drive. This would require either a renegotiation or termination of current lease arrangement with the tennis center/pickleball vendor or would need to occur after the lease expiration. If the Town decides to modify the arrangement with the current vendor, the pickleball courts can be moved west where the public courts are now. Since it was undetermined if pickleball is to remain in Kelsey Park and/or if the vendor's lease was to continue, the master plan presents a future phase option to move the courts west.

Sand Volleyball Court

A sand volleyball court is proposed south of the public tennis courts. This offers a new amenity to Kelsey Park while activating an underutilized area. The new court can be used causally by teenagers and adults. Amenities for older children, teens, and adults were requested in the public feedback.

Fitness Trail

The fitness trail has been reconfigured to provide space for new amenities. The path retains it's winding nature making it perfect for leisurely strolls. The master plan recommends that the new path be made of compacted/ rubberized surface, or similar material to retain its naturalized appearance while making it ADA accessible.

Bathroom Facilities

Both bathrooms remain in their existing locations. The centrally located facility provides easy access from any point in the park and is an optimal location for an amenity that will be utilized by people in every zone of the park. It is recommended that water bottle filling station be added at the bathroom facilities.

Pavilion

A pavilion with grills is located south of the tennis center. This gives people the opportunity to have access to a pavilion and public grills while separating them from the children's amenity zone. The location near the pickleball courts and tennis courts provides convenience if sport leagues using the courts want to use a pavilion and associated grills for an event.

Figure 23: Sport Center Zone



D. Zone 4: Great Lawn

Great Lawn

The Great Lawn will be the new living room of Lake Park. It is designed to host larger event like performances, live music, and movie-in-the-park nights. It will also provide residents with a space to picnic, sunbathe, relax, play softball, frisbee, and enjoy the scenery. The adaptable design of the Great Lawn means it can be activated by town-sponsored events, private events, and causal resident usage.

The central and western portions of the Great Lawn are flat to accommodate large events and staging for festivals, markets, or community gatherings while the far eastern edge is elevated into a hillside to provide amphitheater-style seating for large events. The Great Lawn itself does not have trees to provide a clear line of sight to the bandstand. Trees frame the edges of the lawn to provide a sense of enclosure and provide some shade in the late afternoons. The trees and berming will also mitigate noise.

Bandshell

A new bandshell is located at the western end of the Great Lawn. This amenity provides a stage, shelter, and electrical hookups for events. The bandshell will allow the Town to host live music, large ceremonies, theatrical productions, and movie nights in the park.

Memorial Garden

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

Historic East-West Axis

The plan preserves the historic east-west access as the primary entrance to the park. The master plan continues to pay respect to the Park's and Town's histories by maintaining the historic gate, fountains, and wide boulevard. The master plan recommends the replanting of the main axis to establish a consistent line of palm trees while adding flowing trees to further emphasize the historic entrance to the park.

This main axis can host smaller festivals and events like a green market and art festivals. Electric hookups will be included on the new light poles that run down this corridor or to provide festival vendors with convenient and accessible access to electricity. The new plantings along this corridor will provide shade and a sense of enclosure to festival participants.

Evergreen House Patio

A new, expansive patio is located adjacent to the Evergreen House. This patio provides a shaded area to sit and relax while providing open views to the Great Lawn. It can be utilized causally by people bringing lunch to the park or buying food from a food truck, while also being an extension to the Evergreen House, providing outdoor space for people utilizing the house for events. The patio could be further activated by installing a coffee kiosk in the Evergreen House for park visitors to buy drinks and snacks.

Figure 24: Great Lawn Zone



E. Zone 5: Gateway Plaza

The design of this area focuses on creating a unique, multi-generational activity zone for the community by including a diversity of amenities, landscaping elements, and seating options. Amenities in this option include the following:

- Gateway Plaza
- Picnicking Hill
- Mural Wall
- Nature-based Playground/Rain Garden
- Covered Seating Area

Gateway Plaza

A new public plaza is established at the northwest corner of the park. The center of the plaza offers an optimal location to showcase a signature piece of public art.

Picnicking Hill

This option proposes the creation of a new picnicking hill. This will provide topographic variety to the park and offer a unique location to relax while overlooking the rest of the park. The hill will also provide an element for children to play on. Finally, the hill will buffer some of the noise and vehicular activity from Federal Highway/US-1.

Mural Wall

A retaining wall will be installed where the plaza cuts into the hill. This will provide a surface for future public art or the installation of a cultural mural celebrating the history of Lake Park.



Example of a nature-based playground

Nature-based Playground

The low lying area at the corner of Lake Shore Drive and Greenbriar is expanded and designed to be a nature-based playground and rain garden. This will provide a space for children 12 years-old and up to enjoy the park separate from the younger children at the playground. It also offers the community's children a chance to engage with nature and learn about their environment through interpretive signage. This area will also include a raised boardwalk spanning the rain garden. The rain garden will act as a visual extension to the existing bioswale along the northern edge of the park.

Covered Seating Area

A large seating area is located south of the picnicking hill. The seats are shaded by a pergola structure that can be further shaded by flowering vines. The structure is large enough to host a variety of seating options including swinging benches, traditional benches, and movable tables and chairs. Finally, grills will be located near this area so large families or community organizations can use the space for events.

Figure 25: Gateway Plaza Zone



III. PRIORITIZATION PLAN

While it would be ideal for the park construction to be completed as a single phase (or one phase per side of Lake Shore Drive) we understand it may not be desirable to completely close this important public amenity for a significant length of time or may not be possible due to funding limitations. We suggest prioritizing elements that can easily be constructed as standalone and subsequently followed by those that fall in logical construction order.

A. Priority A

These are elements that make the biggest impact on the function of the park or would show the quickest, most impactful return on investment.

- Seawall repair and waterside amenities (due to current wall deterioration and impact on grading of the site)
- Gateway Plaza and picnic hill
- Rain garden/nature-based playground
- Floating stage (can be temporary while new bandshell/great lawn is being constructed)
- Splash pad and associated parent's plaza
- Relocate the pickleball courts to the west side of Lake Shore Drive

B. Priority B

These are areas which will function best once the Priority A elements are constructed and while important are not necessarily as impactful on their own.

- New pavilions
- Entry signage
- Pedestrian amenities (grills, benches, bike racks, etc.)
- Landward side elements of the waterfront
- Fitness Trail
- Additional shade trees

C. Priority C

These are areas that only makes sense or function once the rest of the park elements are in place. There is little loss to the overall functionality of the park if these elements are constructed last.

- Memorial garden
- Great lawn/ band shell (provided floating stage can be utilized in the interim)
- Evergreen House patio
- Additional parking
- Traffic calming to Lake Shore Drive

IV. FUTURE OPPORTUNITIES

The Kelsey Park Master Plan was developed with a consideration for future project opportunities requested by the Town. The projects range in scope, scale, and barriers to implementation but were all deemed as appropriate for future planning by the town. These projects include the following:

- Relocation and re-use of two historic structures
- Two additional 20 space parking lots
- Relocation of pickleball courts

A. Relocated Historic Homes

Throughout the master planning process, the idea of relocating two historic homes on Park Avenue to the park to re-purpose them as a restaurant and/or café space in the park was discussed. While this concept was favorable to some there was some opposition and potential zoning/legal conflicts with this idea. However, historic preservation is a top priority to the Town and Town Commission. Being that the two homes in question are the first two homes that were built in the Town a new location in the park was requested to be imagined. This is also in response to the anticipated redevelopment of the two lots where they currently exist into higher density uses.

The conceptual approach involves relocating the two homes to the proposed memorial gardens and include an additional 20 space parking lot to support the anticipated needs for operation. A specific use for the structures was not defined but at minimum ADA parking and loading/service will be required. The proposed future locations front Foresteria Drive and along with the Evergreen House provide a unique opportunity to introduce a new "urban" corridor to the area.

This design intervention would also require the relocation of the hospice memorial and it is proposed to move adjacent to the Desca DeBois Live Oak.

B. Additional Parking Lots

Two new 20 space parking lots are proposed as options for future development of the master plan. The lot to the southwest serves the relocated historic homes and will likely only fulfill part of the increased demand. Located to the northeast between the tennis courts and bioswale an additional 20 space parking lot could be installed when/if the Town determines is necessary. In response to public concerns about increased pavement and to reduce the impacts on existing stormwater infrastructure WGI recommends each lot be constructed with permeable materials.

C. Restriped Pickleball Courts

During the public outreach, it was discussed that the relocation of the existing pickle ball courts was preferable by the neighbors of the park. However, the town noted that pickleball may be relocated out of Kelsey Park to a different park in the future. With the existing private tennis center vendors lease in place a definitive direction on the status and location of pickleball in Kelsey Park was not determined. If pickleball is to stay in Kelsey Park it is recommended in a future phase the courts be located to the west of Lake Shore Drive.

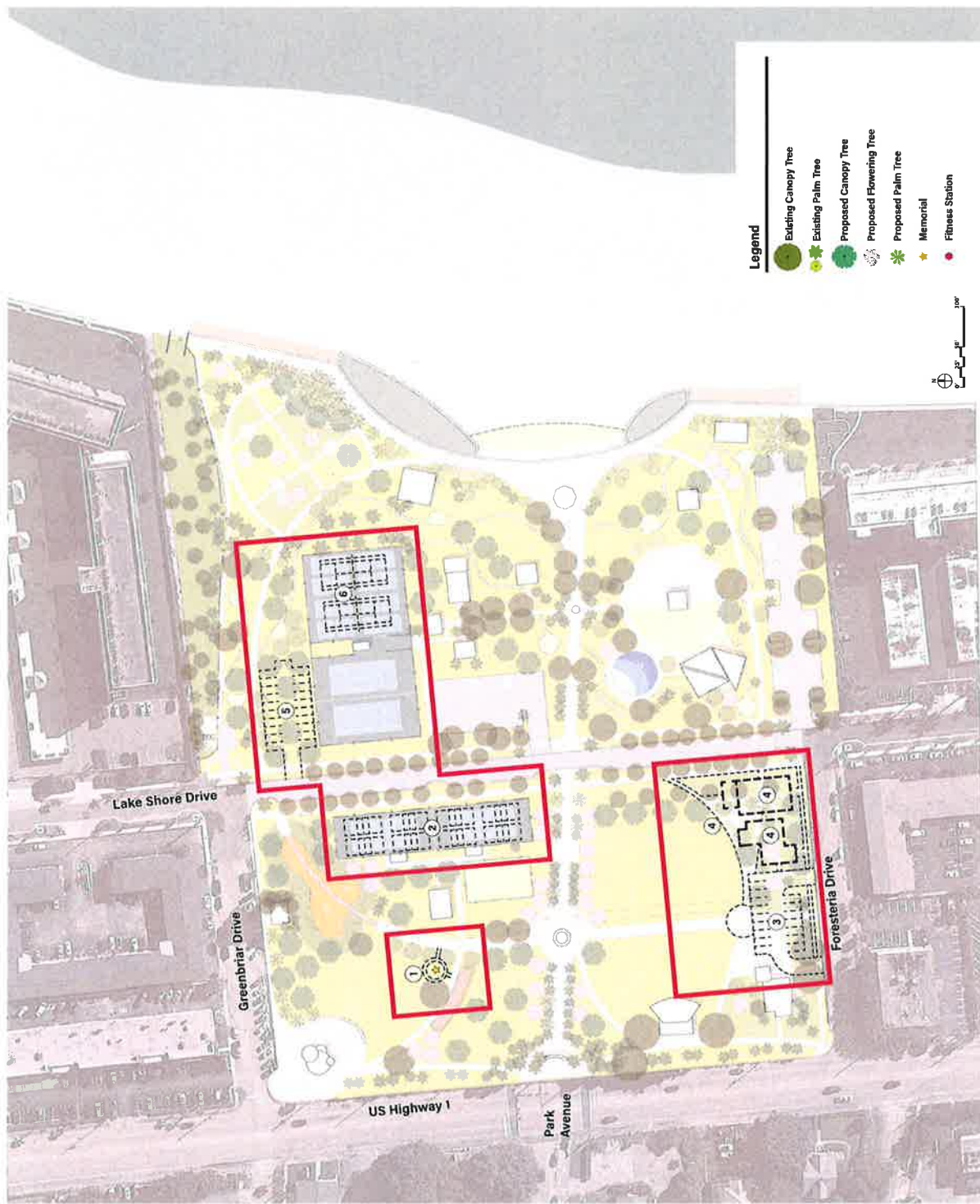


Figure 26: Future Opportunities

- Key**
- ① Relocated Hospice Memorial
 - ② Restriped Pickleball Courts
 - ③ Additional Parking (20 spaces)
 - ④ Relocated Historic Houses
 - ⑤ Additional Parking (20 spaces)
 - ⑥ Restriped Tennis Courts

V. COST ESTIMATE

A. Opinion of Probably Cost

Kelsey Park Masterplan Opinion of Probable Cost

Item	Quantity	Unit	Unit Cost	Total
Existing Parking Lots				
Asphalt Resurface (South Lot)	15,732	SF	\$ 0.60	\$9,439.20
Subbase, 8" (South Lot)	10,493	CY	\$ 20.00	\$209,864.88
Asphalt Resurface (Tennis Center)	10,065	SF	\$ 0.60	\$6,039.00
Subbase, 8" (Tennis Center)	249	CY	\$ 20.00	\$4,980.00
				\$230,323.08
Waterfront				
Seawall	901	LF	\$ 3,500.00	\$3,153,500.00
Fill Area	2,022	CY	\$ 45.00	\$91,000.00
Stairs (200 x 5 risers)	1,000	LF	\$ 200.00	\$200,000.00
Platform at stairs	6,000	SF	\$ 50.00	\$300,000.00
Living Shoreline	1,000	LF	\$ 3,000.00	\$3,000,000.00
				\$6,744,500.00
Fishing Deck				
Deck	1,577	SF	\$ 200.00	\$315,400.00
				\$315,400.00
Kayak Launch				
Kayak Launch Structure	1	LS	\$ 20,000.00	\$20,000.00
				\$20,000.00
Fitness Trail				
Rubberized Trail	8,575	SF	\$ 15.00	\$128,625.00
Fitness Equipment	1	LS	\$ 50,000.00	\$50,000.00
				\$178,625.00
Gateway Plaza				
Gateway Plaza	1,111	SY	\$ 124.00	\$137,764.00
Public Art	1	EA	\$ 530,000.00	\$530,000.00
Cover Seating Area	1	EA	\$ 135,000.00	\$135,000.00
Raised Lawn	1	EA	\$ 25,000.00	\$25,000.00
Nature-based playground/rain garden	1	LS	\$ 400,000.00	\$400,000.00
Sand Volleyball Court	1	LS	\$ 35,000.00	\$35,000.00
				\$1,262,764.00
Splash Pad				
Play Surface	2,300	SF	\$ 20.00	\$46,000.00
Play Equipment	1	LS	\$ 105,000.00	\$105,000.00
				\$151,000.00
Memorials				
Blakely Commons Restoration	580	SF	\$ 75.00	\$43,500.00
Existing Fountains Restoration (2)	2	EA	\$ 3,500.00	\$7,000.00
Hospice Memorial Restoration and Relocation	1	EA	\$ 5,000.00	\$5,000.00
Gold Star and Flag Restoration and Relocation	1	EA	\$ 10,000.00	\$10,000.00
Rock Memorials Restoration and Relocation	2	EA	\$ 5,000.00	\$10,000.00
				\$75,500.00

A. Opinion of Probable Cost (Continued)

Miscellaneous Site Work

Site Preparation/ Demolition	13.49	AC	\$	45,500.00	\$613,795.00
Sidewalks	9,109	SF	\$	58.50	\$532,876.50
Accent Paving	1,475	SY	\$	124.00	\$182,900.00
Ampitheater Fill & Grading	1	LS	\$	30,000.00	\$30,000.00
Utilities and infrastructure	1	LS	\$	35,000.00	\$35,000.00
Site Lighting	1	LS	\$	200,000.00	\$200,000.00
Traffic calming on Lake Shore Drive	1	LS	\$	15,000.00	\$15,000.00
Evergreen House Patio	379	SY	\$	124.00	\$46,996.00
					\$1,656,567.50

Pavillions/Shade Structures

Artistic Shade Structure	1,000	SF	\$	250.00	\$250,000.00
Large Shade Structure (40'x40')	1	EA	\$	135,000.00	\$135,000.00
Medium Shade Structure (30'x30')	1	EA	\$	85,000.00	\$85,000.00
Small Shade Structure (25'x25')	2	EA	\$	65,000.00	\$130,000.00
Shade Sails	1	EA	\$	60,000.00	\$60,000.00
New Band Shell and Stage	2,500	SF	\$	300.00	\$750,000.00
					\$1,410,000.00

Miscellaneous Site Furnishings

Monument Signage	2	LS	\$	10,000.00	\$20,000.00
Bench	35	EA	\$	1,500.00	\$52,500.00
Trash	10	EA	\$	750.00	\$7,500.00
Bike Rack	20	EA	\$	750.00	\$15,000.00
Fillet Station	2	EA	\$	2,000.00	\$4,000.00
Adult Swings	3	EA	\$	15,000.00	\$45,000.00
Grills	5	LS	\$	1,500.00	\$7,500.00
Picnic Tables	10	EA	\$	3,000.00	\$30,000.00
					\$181,500.00

Landscape

Shrubs/Groundcover	7,000	SF	\$	4.35	\$30,450.00
Canopy	60	EA	\$	750.00	\$45,000.00
Ornamental	65	EA	\$	500.00	\$32,500.00
Palms	35	EA	\$	500.00	\$17,500.00
Irrigation	13	AC	\$	65,000.00	\$876,850.00
Sod	248,750	SF	\$	3.53	\$878,087.50
					\$1,880,387.50

Subtotal: \$14,106,567.08
 Contingency (10%): \$1,410,656.71

Project Subtotal: \$15,517,223.79

General conditions (3%): \$465,516.71
 Mobilization (2%): \$310,344.48
 Bonds + Insurance (1%): \$155,172.24
 Contractor Fees (5%): \$775,861.19

Design + Permitting (8%): \$1,128,525.37

Project Total: \$18,352,643.77

B. Opinion of Probable Cost- Future Opportunities and Optional

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
Future Opportunities				
Relocated Historic Homes (2 structures)	5,900	SF	\$ 150.00	\$885,000.00
Northeast Parking Lot	1	SF	\$ 25,000.00	\$25,000.00
Southwest Parking Lot	1	SF	\$ 25,000.00	\$25,000.00
Conversion of 8 pickleball courts to 2 tennis courts	1	EA	\$ 20,000.00	\$20,000.00
Conversion of 2 tennis courts into 8 pickleball courts	1	EA	\$ 20,000.00	\$20,000.00

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
Restroom Building				
Interior Restoration	1,200	SF	\$ 50.00	\$60,000.00
Building Envelope, Lighting and HVAC Upgrades	1,200	SF	\$ 300.00	\$360,000.00
Bottle Filling Station	2	EA	\$ 4,440.00	\$8,880.00
				\$428,880.00

APPENDIX

Kelsey Park Master Plan

