



Lake Park Town Commission, Florida
Executive Session and
Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
 November 06, 2024 6:30 P.M.

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Bambi McKibbon-Turner	—	Interim Town Manager
Thomas J. Baird	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

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

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

AFTER THE EXECUTIVE SESSION THE COMMISSION WILL RECONVENE THE REGULAR COMMISSION MEETING.

SPECIAL PRESENTATION/REPORT:

- 1.** Proclamation Recognizing Barbara A. Gould as Employee of the Year for 2023.
- 2.** Proclamation Honoring VFW Post 9610 for their 77th Year.
- 3.** Proclamation Honoring Gold Star Mother's and Families.

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

- [4.](#) October 16, 2024 Regular Commission Meeting Minutes.
- [5.](#) October 19, 2024 Park Avenue Downtown District Workshop Minutes
- [6.](#) Resolution 88-11-24 Authorizing Directing the Mayor to Execute an Agreement with Hinterland Group, Inc. for the Provision of Cured In-Pipe Lining Construction Services for Stormwater Infrastructure Improvements.
- [7.](#) Resolution 91-11-24 of the Town Commission of the Town of Lake Park, Florida, Supporting the Procurement and Oversight of Consultants for the Development of A Countywide Transportation Plan.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): **NONE**

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

- [8.](#) Ordinance 11-2024 Amending the Mural Code.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 “INTENT”; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 “DURATION”; PROVIDING FOR THE AMENDMENT SECTION 71-83 “MINIMUM MURAL PERMIT CRITERIA”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLCT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- [9.](#) Ordinance 12-2024 Amending Chapter 60 Pertaining to Floodplain Management Standards.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

OLD BUSINESS:

- [10.](#) Update on Bert Bostrom Stormwater Project: Excess Fill Resolution.
- [11.](#) Follow-up Discussion on Golf Carts, Low-Speed Vehicles and other Micromobility Devices.

NEW BUSINESS:

- [12.](#) Resolution 89-11-24 Florida Power & Light (FPL) LED Lighting Agreement.
- [13.](#) Resolution 90-11-24 Authorizing and Directing the Mayor to Execute Interlocal Agreement with the Town of Palm Beach Shores for the Provision of Fill Material for the Lake Park Marina.
- [14.](#) Resolution 92-11-24 Authorizing and Directing the Mayor to Piggyback on the City of Dania's Contract Agreement (ITB No. 24-21) for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete with The Stout Group, LLC for the Town of Lake Park
- [15.](#) Resolution 93-11-24 Authorizing and Directing the Mayor to Enter into a Contract Agreement (RFQ 115-204) for Town Hall Christmas Décor and Maintenance Services with Brandano Displays, Inc.
- [16.](#) Tree Replacement Proposal for the West Side Swale of Lake Shore Drive Corridor
- [17.](#) Operation Hope 2024 Turkey Basket Giveaway.
- [18.](#) Resolution 95-11-24 Authorizing and Directing the Mayor to Sign an Employment Agreement with Richard J. Reade and Setting a Start Date.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 20, 2024.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Proclamation Recognizing Barbara A. Gould as Employee of the Year for 2023

- SPECIAL PRESENTATION/REPORTS** **CONSENT AGENDA**
- BOARD APPOINTMENT** **OLD BUSINESS**
- PUBLIC HEARING ORDINANCE ON FIRST 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: 2024.10.23 16:14:44 -04'00'

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

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachments:</u> Proclamation
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>BMT</u> OR Not applicable in this case _____ Please initial one.

**PROCLAMATION
RECOGNIZING BARBARA A. GOULD
AS THE 2023 EMPLOYEE OF THE YEAR**

WHEREAS; *Barbara A. Gould* commenced her employment with the Town of Lake Park on September 10, 2018 as the Accountant II in the Town’s Finance Department; and

WHEREAS; on October 7, 2020, *Barbara A. Gould* was reclassified to the position of Senior Accountant; and

WHEREAS; from February 9, 2021 until August 9, 2021 *Barbara A. Gould* served as the Interim Assistant Finance Director, and on August 19, 2022 *Barbara A. Gould* was promoted to the position of Assistant Finance Director; and

WHEREAS; while simultaneously serving as the Assistant Finance Director and while performing the duties of the Senior Accountant when that position was vacated, *Barbara A. Gould* also served as the Interim Finance Director from January 22, 2024 until June 4, 2024; and

WHEREAS; throughout her employment with the Town of Lake Park, *Barbara A. Gould* has always exercised a high degree of professionalism and accuracy in the performance of her duties; and

WHEREAS; *Barbara A. Gould* has been described by her peers as the epitome of helpfulness, always willing and available to lend her professional expertise in resolving any questions and in ensuring the seamless operation of the Finance Department; and

WHEREAS; despite the demands of her position, *Barbara A. Gould* always displays a friendly and approachable nature which has made her a pleasure to work with and has endeared her to her colleagues; and

WHEREAS; the Town of Lake Park, Florida, wishes to publicly recognize *Barbara A. Gould* for her service and accomplishments.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly commend *Barbara A. Gould* for her dedication to service and recognize her as the 2023 Employee of the Year.

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 November, 2024.

By:

Mayor Roger Michaud

ATTEST:

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Proclamation Honoring VFW Post 9610 on their 77-Year.

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

Bambi McKibbon-

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources
Date: 2024.10.31 11:40:45 -04'00'

Approved by Town Manager Turner

Date: Director, email=btturner@lakeparkflorida.gov, c=US

Vivian Mendez, MMC, Town Clerk

Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Email request Proclamation), Advertised (Not Required), and notification details.

Summary Explanation/Background:

The Town was made aware that VFW Post 9610 was incorporated in 1947, which means they are celebrating their 77th year. VFW Post 9610 began calling Lake Park its home in 1965.

The purpose of this item is to present VFW Post 9610 with this proclamation honoring their services to the community for the past 77 years.

Recommended Motion: I move to approve VFW Post 9610 proclamation.

**HONORING VETERANS OF
FOREIGN WARS (VFW)
POST 9610**

WHEREAS, VFW Post 9610 was chartered in 1947 and Auxiliary was chartered in 1948, marking this their 77-year; and

WHEREAS, on May 28, 1950, VFW Post 9610 dedicated a permanent memorial in Kelsey Park where the Memorial Honor Roll bears the names of the World War II veterans from this area; and

WHEREAS, VFW Post 9610 began calling the Town of Lake Park its home in February 1965; and

WHEREAS, the VFW mission is to foster camaraderie among United States veterans of overseas conflicts, to serve our veterans, the military and our communities, and to advocate on behalf of all veterans; and

WHEREAS, VFW Post 9610 has demonstrated their commitment to the Town of Lake Park by participating in varies Town events throughout the years; and

WHEREAS, the Town of Lake Park wishes to publicly recognize *VFW Post 9610 on their 77-year* of service and accomplishments with the Town.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize and commend VFW Post 9610 for their continued dedication and service to the Town of Lake Park and the community.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 6th day of November, 2024.

BY: _____
Roger Michaud, Mayor

ATTEST:

Vivian Mendez, Town Clerk

----- Forwarded Message -----

From: "Bambi Turner" <bturner@lakeparkflorida.gov>

To: "mascaro@aol.com" <mascaro@aol.com>

Cc:

Sent: Mon, Sep 23, 2024 at 2:48 PM

Subject: Proclamations

I appreciated having the opportunity to meet with you today and I greatly appreciated the information that you provided.

Regarding the two proclamations, can you please send me information (if you have it) regarding our Gold Star Families organization and regarding our VFW Post 9610? Also just as info, I was working with the Town on 9/11 and on the evening of the attacks, I went to the VFW and spent the evening there because I felt that's where I needed to be.



Bambi McKibbon-Turner, M.S., HRM

Assistant Town Manager/Human Resources Director (Interim Town Manager)

Town of Lake Park

535 Park Avenue

Lake Park, Florida 33403

Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Proclamation Honoring Gold Star Mother's and Families.

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

Approved by Town Manager Date:

Vivian Mendez, MMC, Town Clerk

Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Proclamation), Advertised (Not Required), and notification details.

Summary Explanation/Background:

The purpose of this item is to honor Gold Star Mother's and Families.

Recommended Motion: I move to approve Honoring Gold Star Mother's and Families proclamation.

HONORING GOLD STAR MOTHER’S AND FAMILY DAY, 2024

WHEREAS, we honor the memories of the patriots who served our Nation, defend our freedom, and made the ultimate sacrifice for our country; and

WHEREAS, we hold close to our hearts the Gold Star mothers and fathers, wives and husbands, sisters and brothers, daughters, and sons, and other loved ones, who grieve their loss and carry on their legacy; and

WHEREAS, each of our service members is a link in the chain of honor that stretches back to the founding days of our Nation; and

WHEREAS, to everyone who has loved and lost someone in the service of our country and to everyone with a loved one still missing or unaccounted for, we know how hard these days of remembrance are; and

WHEREAS, we join Gold Star families in their grief and express our gratitude to our fallen heroes, gratitude for the sacrifices of the families left behind, and gratitude to the brave souls who continue to uphold the flame of liberty all across our country and around the world; and

WHEREAS, because of them, our country stands today. We honor Gold Star Mother’s and Family’s Day, we recommit to making a more perfect Union, for which our fallen heroes lived and died.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize Gold Star Mother’s and Family Day, September 29, 2024.

***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 November, 2024.*

BY: _____
Roger Michaud, Mayor

ATTEST:

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: October 16, 2024 Regular Commission Meeting Minutes.

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

Bambi McKibbon-

Approved by Town Manager Turner

(Signature)
 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: 2024.10.22 11:52:55 -04'00'

Laura Weidgans, Deputy Town Clerk
Name/Title

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

Recommended Motion: I move to approve the October 16, 2024 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

33403 Wednesday October 16, 2024 6:00 P.M.

Roger Michaud	___	Mayor
Kimberly Glas Castro	___	Vice Mayor
Michael Hensley	___	Commissioner
Mary Beth Taylor	___	Commissioner
Judith Thomas	___	Commissioner
Bambi McKibbon-Turner	___	Interim Town Manager
Thomas J. Baird	___	Town Attorney
Laura Weidgans	___	Deputy Town Clerk

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

CALL TO ORDER/ROLL CALL

6:08 P.M.

PRESENT:

Mayor Michaud

Vice-Mayor Glas-Castro

Commissioner Hensley

Commissioner Taylor

Commissioner Thomas arrived at 6:13 P.M.

PLEDGE OF ALLEGIANCE

The Pledge was led by Public Works Director Jaime Morales.

COMMISSION WILL RECESS THE REGULAR COMMISSION MEETING AND GO INTO A PRIVATE ATTORNEY-CLIENT SESSION.

The Town Commission for the Town of Lake Park will have a private Attorney-Client session as authorized by §286.011(8), in the Town Hall Mirror Ballroom. It is expected that the private Attorney-Client portion of the Commission meeting will be attended by: Mayor Roger Michaud, Vice-Mayor Kimberly Glas-Castro, Commissioners Michael Hensley, Mary Beth Taylor and Judith Thomas, as well as Town Attorneys, Thomas J. Baird and Brett T. Lashley and Interim Town Manager Bambi McKibbon-Turner. The purpose of the private Attorney-Client session is to discuss the pending litigation in the *Circuit Court Case No. 50-2024-CA-004362-XXXA-MB styled, Igor Jose Oliveira De Almeda and Natasha Aileen Quiza vs. Town of Lake Park*. The Attorney-Client Session is expected to begin at approximately 6:05 P.M. or as soon thereafter as possible and is anticipated to last one hour. Also, be advised that at the conclusion of this private Attorney-Client Session, the Commission will re-convene its commission meeting in the Town Hall Chambers and take up the remaining business on its agenda.

AFTER THE ATTORNEY-CLIENT SESSION THE COMMISSION WILL RECONVENE THE REGULAR COMMISSION MEETING.

The Commission recessed the Regular Commission meeting at 6:10 PM and went into a Private Attorney-Client Session.

The Commission reconvened the Regular Commission Meeting at 6:55 PM.

SPECIAL PRESENTATION/REPORT:

1. Proclamation Declaring October 20-26, 2024, National Friends of Libraries Week.
Vice-Mayor Glas-Castro presented the Proclamation to members of the National Friends of Libraries.
2. Proclamation Declaring October 19, 2024, Freedom to Read Community Day of Action.
Mayor Michaud presented the Proclamation to Library Director Judith Cooper.

PUBLIC COMMENT:

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

-James Sullivan spoke about the traffic light on Park Avenue and 10th Street.

-Rafael Moscoso requested meetings with staff to discuss issues with code enforcement.

-Mary Jane Zapp with the Artists of Palm Beach County passed out photos to the Commission and spoke about the storage unit not being budgeted for this year and would like opportunity to talk about it.

CONSENT AGENDA:

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

Motion to approve the consent agenda excluding item # 8 made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

Item number 8 was pulled from consent by Vice-Mayor Glas-Castro.

3. September 18, 2024 Final Public Budget Hearing Minutes.
4. September 18, 2024 Regular Commission Meeting Minutes.
5. September 21, 2024 Special Call Commission Meeting Minutes.
6. Resolution 81-10-24 Canceling the January 1, 2025 Regular Commission Meeting.
7. Resolution 82-10-24 Authorizing and Directing the Mayor to Execute a Grant Agreement Amendment between the State of Florida, Department of State, Division of Historical Resources and the Town of Lake Park for a Performance Period Time Extension for the Town Hall Preservation Improvement Work Activities.
9. Resolution 85-10-24 Recognizing Florida City Government Week as October 21-27, 2024.
10. Resolution 86-10-24 Establishing a Municipal Election and Qualifying Period.

This item was pulled from consent by Vice-Mayor Glas-Castro.

8. Resolution 83-10-24 Naming Interim Town Manager Bambi McKibbon-Turner as the Representative of the Town of Lake Park on the Governing Board of the Seacoast Utility Authority.

Vice-Mayor Glas-Castro wanted to clarify that the appointment is temporary until a new Town Manager is named. Interim Town Manager/Assistant Town Manager/HR Director McKibbon-Turner stated that is correct.

Motion to approve Resolution 83-10-24 made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

11. Ordinance 10-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; PROVIDING FOR THE TOWN'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE TOWN OF LAKE PARK MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

Interim Town Manager/Assistant Town Manager/HR Director McKibbon-Turner explained the item and advised that there were no changes from first reading.

Motion to adopt Ordinance 10-2024 on second reading made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

Town Attorney Baird read the Ordinance by title only.

OLD BUSINESS:

12. Resolution 87-10-24 Approving The Plat Of 717 Bayberry.

Town Planner Anders Viane provided a summary of the item (Exhibit A).

Jonathan Sobelman, co-owner of Florida Oasis, stated he is grateful for the support of the Town of Lake Park and provided a background for the business occupying the premises. Vice-Mayor Glas-Castro asked about maximum persons in home and what the typical length of stay is. Mr. Sobelman stated it is 30-45 days.

Commissioner Taylor asked if the patients will have vehicles, creating a possible parking issue. Mr. Sobelman stated that the patients would not typically have vehicles.

Attorney Baird stated the Commission is only determining the Plat at this time, not a use. Commissioner Thomas asked about maximum residents being 14, how many staff stay would stay on property. Mr. Sobelman stated that it varies, but there would be more than one therapist at any given time. He stated that currently the units are separate but not connecting and one of their future projects would be to connect all of the units with a hallway. Commissioner Thomas had a concern with possible parking issues with staff vehicles.

Commissioner Hensley had the same concerns about parking and also for setting a precedent for re-platting properties.

Commissioner Thomas asked what the use will be and how would the Town know when the use no longer exists and would it remain as a residential home. Town Planner Viane stated that it would remain as a residential home and someone could occupy if they wanted or rent out the units.

Motion to Adopt Resolution 87-10-24 made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

NEW BUSINESS:

13. 2024 Vets Day Car Show Requests.

Special Events Director Riunite Franks provided a summary of the item (Exhibit B).

Motion to approve the request made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

14. Coastal Middle and High School Waiver Requests.

Special Events Director Franks explained the item (Exhibit C).

Motion to approve the request made by Commissioner Taylor, Seconded by Vice-Mayor Glas-Castro.

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

15. The Commission will discuss and select the new Town Manager.

Town Attorney Baird directed the Commission to select a new Town Manager using the provided ballot cards and recommends using a three person majority.

Vice-Mayor Glas-Castro explained that Town Managers change often and it is rare to find candidates with no animosity from previous employer. She has heard good and bad things about both candidates so she will make a determination based on the interviews and her own judgement of who will be the best fit for the Town.

Commissioner Thomas stated that she spoke with both candidates after the interviews. She stated for the record "I did have an opportunity to speak with them further and answer any questions they had." She agreed with what the Vice-Mayor stated. Mayor Michaud thanked Mercer Group Representative Dona Higginbotham and the Town Attorney or their guidance through the process. He also spoke about his expectations of the new Town Manager. Vice-Mayor Glas-Castro asked Town Attorney Baird about the draft contract and how the discussions went with the candidates. Town Attorney Baird stated that the candidates were generally accepting of the draft contract. He stated that there may be some changes that would need to be made in regards to benefits, vacations,

and pension since the contract language may be outdated. Town Attorney Baird stated that the salary currently indicated in the contract is \$163,000 and if the Commission is not accepting of that amount, they will need to let him know. The Commission completed their ballots and turned them in to Ms. Higginbotham (Exhibit D) who read the results of three (3) votes for Richard Reade and two (2) votes for Caryn Gardner-Young.

Motion to hire Richard Reade as the Town Manager made by Commissioner Taylor,
Seconded by Vice-Mayor Glas-Castro.

Vice-Mayor Glas-Castro stated that she has worked with Mr. Reade previously and spoke about the great job he did in the Village of Palm Springs.

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

Vice-Mayor Glas-Castro felt that the proposed salary of \$163,000 was fair and the Commission agreed.

16. Resolution 84-10-24 Authorizing the Mayor to Execute an Agreement with the State of Florida Emergency Management For Statewide Mutual Aid.

Public Works Director Jaime Morales explained the item.

Motion to approve Resolution 84-10-24 made by Vice-Mayor Glas-Castro, Seconded by Commissioner Taylor.

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

17. Bert Bostrom Excess Fill.

Public Works Director Morales stated they were seeking direction for the excess fill from Bert Bostrom Park and provided options (Exhibit E).

Commissioner Taylor asked if the field could be kept green and use it as a soccer field. Public Works Director Morales stated that the field would be sodded but it would not be compacted and would not be safe for an established sports field. He recommended keeping the excess fill for potential future use on the Community Center which would save on costs. The Commission had questions about where they could store the soil. The

consensus was to keep the soil and the Commission would like to be presented with a few options for storage locations and to convert the baseball field into a multi-purpose area.

18. The purpose is to obtain Commission approval to update the FY 2025 Pay Plan for general employees to increase the ranges by three (3) percent.

Interim Town Manager/Assistant Town Manager/HR Director McKibbon-Turner explained the item. Mayor Michaud clarified that the 3% only applies to the salary ranges. Interim Town Manager/Assistant Town Manager/HR Director McKibbon-Turner confirmed this was correct. Vice-Mayor Glas-Castro asked when the Collective Bargaining Agreement would be coming forward and had concerns about approving this item without the Collective Bargaining Agreement in place.

The Commission agreed to move this item to be heard at the same time as the Collective Bargaining Agreement item.

Public Comment -John Linden stated his comments were no longer necessary since the item was not being decided today.

19. Request from the Lake Park Society for the Advancement of Civic Engagement (SACE) met with us on Monday evening of this week to advise us of its mission to work with the Town of Lake Park to help some of the residents in Port St. Lucie who recently suffered under Hurricane Milton.

Society Representative Mr. Michael Steinhauer provided a summary of the item (Exhibit F). The Society is requesting assistance for the residents of Port St Lucie who have been affected by Hurricane Milton. Town Attorney Baird stated he doesn't understand what the Town's function would be within this as Towns are not setup to function this way and it would create liability for the Town. Mr. John Linden stated that donations could be picked up from the Town daily or more and they are not looking for the Town to be the bank for the donations. He stated that they are willing to work within whatever parameters the Town set. Discussion ensued. Vice-Mayor Glas-Castro stated that there is no need to go outside our own County to provide assistance. She also stated that the Town should not get involved with financial contributions and that there is an established

process for seeking assistance between municipalities and other government entities, but not directly through a non-profit organization.

Consensus was reached not to move forward with participation.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird spoke about the Workshop on Saturday and getting the materials finalized. Interim Town Manager/Assistant Town Manager/HR Director McKibbon-Turner provided comments via Exhibit G. New Operations Manager Yasser Heyaime introduced himself to the Commission. Consensus was reached for Community Development to provide a response to Mr. Katz regarding Lake Shore Drive roadway access. Consensus was reached to affirm the name of “Lake Park Waterfront District” for monument signs at the Nautilus 220 project site. Consensus was reached to place a Proclamation on a future agenda in honor of Gold Star Mother’s and Family’s Day. Consensus was reached to place a Proclamation on a future agenda in honor of the 175th anniversary of our VFW post 9610. Consensus was reached to schedule another Executive Session for November 6, 2024. Consensus was reached to change the date of the Resiliency Workshop from November 2, 2024 to January 25, 2025. The Commission selected Mayor Michaud as the Palm Beach County Intergovernmental Coordination Program Representative and selected Commissioner Hensley as the Alternate. Consensus was reached to allocate \$650.00 from the Commission’s travel funds to donate to Operation Hope.

Commissioner Hensley thanked staff for their efforts with hurricane Milton cleanup.

Commissioner Thomas said the diseased tree at Blakely Park is gone and also that Park Avenue is looking decent. She stated that Earl Stewart has a drainage issue.

Commissioner Taylor had no comments.

Vice-Mayor Glas-Castro asked about the status of the golf cart ordinance and was advised it would be on the next meeting agenda. She thanked staff for the Community Forum last night. She provided notes on hurricane preparedness (Exhibit H). She also spoke about the storm messaging that went out through Constant Contact and that it was excellent.

Mayor Michaud spoke about the Community Forum and wished there were more residents in attendance.

Commissioner Thomas spoke about the Code Red information system and how the messages were not clear. Chief Public Information Officer/Grant Writer Merrell Angstreich stated she would reach out to Code Red to address this concern.

REQUEST FOR FUTURE AGENDA ITEMS:

Mayor Michaud requested having Mr. Arram come before the Commission at the next meeting to explain what is going to be happening with 754 Park Avenue.

ADJOURNMENT:

Motion made by Commissioner Taylor, Seconded by Commissioner Thomas. Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

Meeting adjourned 9:27 pm.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 6, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



Town of Lake Park Town Commission

Item 4.

Exhibit A

Agenda Request Form

Meeting Date: October 9, 2024

Agenda Item No. _____

Agenda Title

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE PLAT OF 717 BAYBERRY; AND PROVIDING FOR AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [X] OLD BUSINESS
[] PUBLIC HEARING
[] NEW BUSINESS
[] OTHER: _____

Approved by Town Manager Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner
Name/Title Anders Viane, Planner Turner Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Attorney Review, Project Escrow 03-00058-00), Attachments (Plat Resolution, Existing Conditions Survey, etc.), Advertised (Date, Paper), and notification status.

Summary of Request:

This is a procedural formality item. Armeria Investment Corp. ("Property Owner") is requesting plat approval from the Town of Lake Park. This request will allow for the consolidation of three lots into one.

This plat reverses the subdivision previously approved under Resolution 700923 just over a year ago; please refer to the survey depicted on the Bayberry Townhouse Plat document for the proposed new configuration.

UPDATES:

In follow-up to the Town Commission meeting on 09/18/2024 and pursuant to the Commission’s discussion at this meeting, Staff has included the zoning certificate application and Health Care Licensing Application for the intended end-user of the property, Florida Oasis Bayberry LLC, as backup in the packet. It turns out Town Planner, Karen Golonka, was in receipt of an application prior to the September 18 meeting and verification of the intended use was performed through the Town’s zoning division. The use is a permitted use, not requiring special exception approval, and would not be within 1,200 of another similar use.

Florida Oasis Bayberry LLC specializes in individualized residential treatment for individuals facing mental health challenges. Their comprehensive services include highly structured and supervised living accommodations, providing clients with the opportunity to apply the skills they learn in treatment, fostering confidence and independence.

Their proposed use of Community Residential Home is a permitted use in the R-2 District and was conditionally approved by Town Planner Karen Golonka on September 12, pending the final approval of the plat with the following conditions: *Business Tax Receipt is contingent upon plat recordation; buildings shall be unified as one facility by address and function; use shall meet separation requirement from other like uses per code (1,200 feet); maximum capacity is 14 persons; ACHA approval is required.*

Recommended Motion:

Finding all engineering, legal, and statutory conditions satisfied, staff recommends **APPROVAL** of the Plat Application.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 16, 2024

Originating Department: Special Events

Agenda Title: 2024 Vets Day Car Show Requests

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

Cost of Item: \$930.00 **Funding Source:** Special Event Dept Budget

Account Number: 600-57235 **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: 2024 Vets Day Car Show Facility Rental Application

2024 Vets Day Car Show Special Event Permit Application

Please initial one:

 X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

A special event permit application was submitted by Stefanie Scott as the organizer of the Vets Day Car Show. The permit application is proposing the annual event to be held in Kelsey Park on Sunday, November 10, 2024 from 9:00 am – 3:00 pm. Stefanie Scott is the wife of the original Vets Day Car Show organizer, Mike Scott who passed away in 2022. Stefanie is now working with the Town’s Special Events Department and is requesting that this event be co-sponsored by the Town of Lake Park. The Town has co-sponsored this event on an annual basis for several years. The event is an asset to the Town and the organizer is committed to continuing this partnership on an annual basis. Co-sponsoring would provide the organizer some relief on our Town application, facility rental and deposit and personnel fees. At this time, the organizer requests the following:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
<p align="center">Marketing Assistance</p> <ul style="list-style-type: none"> • Event flyer and information posted on the Town of Lake Park website (Special Events Department page and Town calendar) • Event flyer and information posted on the Town of Lake Park social media accounts 	No monetary value	N/A
<p align="center">Certificate of Insurance</p> <p>The organizers would like the Town to waive the requested Certificate of Insurance requirement for special event permits. This waiver would require the Town of Lake Park to take on the liability for the event.</p>	No monetary value unless a claim is received	No monetary value unless a claim is received
<p align="center">Security Deposit</p> <p>The organizer would like to have the Kelsey Park Refundable Security Deposit Fee waived.</p>	\$1,500.00	\$1,500.00 (Indirect Cost)
<p align="center">Rental Fee</p> <p>The organizer would like to have the Kelsey Park Rental Fee waived.</p>	\$600.00 flat rate rental fee \$42.00 tax	\$642.00 (Indirect Cost)
<p align="center">Application Fee</p> <p>The organizer would like to have the Special Event Permit Application Fee waived.</p>	\$50.00	\$50.00 (Indirect Cost)
<p align="center">Staff Fee</p> <p>The organizer would like to have the Staff Fee waived.</p>	\$30.00 per hour	\$300.00 (Direct Cost)
<p align="center">Public Works Department</p> <p>The organizer would like to have the Sanitation Service Fee from the Public Works Department waived. Sanitation Service – Delivery of (6) 95 gallon cans, with after-event emptying and disposal. (3) hours at \$35.00 per hour.</p>	\$35.00 per hour	\$105.00 (Direct Cost)
<p align="center">Public Works Department</p> <p>The organizer would like to have the Special Event Parking Set Up Fee from the Public Works Department waived.</p>	\$525.00 flat rate special event parking set up fee	\$525.00 (Direct Cost)
<p align="center"><u>TOTAL WAIVERS REQUESTED</u></p> <p align="center">Direct Costs - \$930.00 Indirect Costs - \$2,192.00</p>		

Recommended Motion: I move to accept the requests made by the organizer of the 2024 Vets Day Car Show.



Agenda Request Form

Exhibit C

Meeting Date: October 16, 2024

Originating Department: Special Events

Agenda Title: Coastal Middle and High School Waiver Requests

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

Cost of Item: \$150.00 **Funding Source:** Special Events Department Budget

Account Number: 600-14000 **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Coastal Middle & High School Facility Rental Application
Coastal Middle & High School Facility Rental Invoice

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

Summary Explanation/Background:

On September 4, 2024 the Special Events Department received a Facility Rental Application from Coastal Middle and High School to rent the Mirror Ballroom for their prom on Thursday, April 18, 2025 from 7:00 PM – 11:00 PM. The owner of the school, Lisa Collum, has requested that the Town Commission waive the refundable security deposit and the staff fee.

<u>REQUESTED CATEGORY</u>	<u>VALUE</u> <u>(monetary or other)</u>	<u>TOTAL</u>
Facility Rental Refundable Security Deposit	\$500.00	\$500.00 (Indirect Cost)
Staff Fee	\$30.00 per hour	\$150.00 (Direct Cost)

Recommended Motion: I move to approve the requests made by Coastal Middle & High School for their prom on Thursday, April 18, 2025.



Exhibit D

Please place X next to your selection for Lake Park Town Manager.

	CANDIDATE	SELECT
	Gardner-Young, Caryn	
	Reade, Richard	X

Please place X next to your name and sign as verification of your selection.

	Elected Official	Signature
	Mayor Michaud	
X	Vice-Mayor Glas-Castro	
	Commissioner Hensley	
	Commissioner Taylor	
	Commissioner Thomas	

Date: 10-16-24



Please place X next to your selection for Lake Park Town Manager.

CANDIDATE		SELECT
	Gardner-Young, Caryn	
	Reade, Richard	<input checked="" type="checkbox"/>

Please place X next to your name and sign as verification of your selection.

Elected Official	Signature
Mayor Michaud	
Vice-Mayor Glas-Castro	
Commissioner Hensley	
Commissioner Taylor	
Commissioner Thomas	

Date: 10/16/24



Please place X next to your selection for Lake Park Town Manager.

	CANDIDATE	SELECT
	Gardner-Young, Caryn	
	Reade, Richard	X

Please place X next to your name and sign as verification of your selection.

	Elected Official	Signature
	Mayor Michaud	
	Vice-Mayor Glas-Castro	
	Commissioner Hensley	
	Commissioner Taylor	<i>Mary Beth Taylor</i>
	Commissioner Thomas	

Date: _____



Please place X next to your selection for Lake Park Town Manager.

	CANDIDATE	SELECT
	Gardner-Young, Caryn	X
	Reade, Richard	

Please place X next to your name and sign as verification of your selection.

	Elected Official	Signature
	Mayor Michaud	
	Vice-Mayor Glas-Castro	
	Commissioner Hensley	
	Commissioner Taylor	
	Commissioner Thomas	

Date: 10/16/2024



Please place X next to your selection for Lake Park Town Manager.

	CANDIDATE	SELECT
	Gardner-Young, Caryn	<input checked="" type="checkbox"/>
	Reade, Richard	<input type="checkbox"/>

Please place X next to your name and sign as verification of your selection.

	Elected Official	Signature
	Mayor Michaud	
	Vice-Mayor Glas-Castro	
	Commissioner Hensley	
	Commissioner Taylor	
	Commissioner Thomas	

Date: 10/16/24



Exhibit E

Department of Public Works

Decision on Retaining Excess Sand Fill from Bostrom Park Stormwater Project



Excess Fill Material from Bert Bostrom





Expected Fill Quantity

1. The Town of Lake Park expects approximately 9,000 to 10,000 yards of excess fill from the Bert Bostrom Park stormwater project.
2. The current agreement calls for 5,000 cy of fill to be delivered to the town's 12 Street maintenance yard for undetermined future use.
3. The decision is to RETAIN or DISPOSE the remaining project fill material and retain it *for possible use at the proposed Community Center.*



Proposed Future Community Center

OPTION #1: Use Excess Fill for Community Center Building Pad:

1. Place 5,000 cy of fill at the 12th Street maintenance yard.
2. Use the remaining fill to start a building pad for the proposed community center project.
 - This remaining excess fill would be spread over the proposed community center project area.
 - Sod & irrigated filled area to provide for a useable park area until further project development.
3. The Town will lose the use of the baseball field area (the ballfield outfield fence will be removed)
4. Retaining the additional 5,000 cy would save the Town approximately \$75,000.00



No Current Plans for a Community Center, but Convert Baseball to a Sports Field

OPTION #2: Have the Contractor dispose of excess fill off-site:

1. Place 5,000 cy of fill at the 12th Street maintenance yard
2. Have the contractor remove the remaining fill material off-site
3. **Remove baseball field and outfield fence; grade and sod as additional sports field area**
4. This will cost the Town \$0.00.

Note: This scope of work is part of the current contract agreement.



No Community Center, Retain Baseball

Area

OPTION #3: Have the Contractor dispose of excess fill off-site:

1. Place 5,000 cy of fill at the 12th Street maintenance yard
2. Have the contractor remove the remaining fill material off-site.
- 3. Retain the existing baseball field area with new grass and clay infield.**
4. This will cost the Town \$0.00.



Exhibit F

LAKE PARK SOCIETY *for the* ***ADVANCEMENT OF CIVIC ENGAGEMENT***

October 14, 2024

Ms. Bambi McKibbon-Turner
Interim Town Manager/Human Resources Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Bambi:

Thank you so much for meeting with us earlier today to discuss the role and contribution of the Town of Lake Park in a joint effort between us, to raise awareness for donations and assist with the financing and logistics of helping some of the residents in Port St. Lucie, who recently suffered under Hurricane Milton. You have asked us to quantify and explain our mission to propose we work together to help our neighbors to the North.

The Lake Park Society for the Advancement of Civic Engagement (Lake Park SACE) is a private nonprofit organized under the 501 c (3) federal tax status. We hold all the necessary credentials from Palm Beach County, the Town of Lake Park, the State Department of Agriculture (for fundraising purposes), and maintain a business bank account here in Lake Park. As a quick background about Lake Park SACE:

Civic engagement may be strategized into three categories: civic, electoral and political voices. The values of the Society shall include but not limited to the essential elements of representative democracy. In specific terms this will include non-denominational and nonpartisan participation, respect for human rights and fundamental freedoms; holding free and fair elections; a pluralistic system of political parties and organizations; separation of powers; independence of the branches of government, and transparency and accountability at all levels of town business affairs.

Today's Request: Lake Park SACE would like to propose a mission-driven partnership around helping the residents of Port St. Lucie after Hurricane Milton. We wish you to immediately

consider a first level leadership role and contribution in this effort, so we can help you realize our mutual objectives.

First, as early as this Town Commission meeting of October 16, 2024, we hope you will create an agenda item tonight to discuss the first of two phases in actualizing sending donations.

Phase 1: a) effective immediately we seek to have you create a public awareness campaign via all your social and hard media outlets. You would inform our residents and friends that the Town of Lake Park wishes to provide some relief to the stricken residents of Port St. Lucie. Your effort will immediately raise the consciousness of Lake Park residents and friends to consider donations. We will immediately identify the specifics of donations needed. We know today the needs are for:

- | | |
|----------------------------|--|
| Non-perishable products | Feminine products |
| Canned goods | First aid supplies (pain pills, band aids, etc.) |
| Baby formula/diapers/wipes | Sunscreen |
| Dog and Cat Food | Kitty Litter |
| Water or sports drinks | Non-expired products |

b) Then, we hope you will make space available on Town property for donations to be dropped off and safely stored. PBSO may play a part in this aspect. Finally tonight, c) we hope you will consider having the Town accept financial contributions for people to mail in or drop off. Checks would be made payable to Lake Park SACE, and housed by you for our periodic deposits. We are aware that the Town is not able to participate in that function.

Our Next Town Commission Meeting Request: November 6, 2024

Momentum will build for the next few weeks for a call for donations, led by you and supported by Lake Park SACE. Area businesses may want to help the Town’s efforts. **Phase 2:** a) We ask the Town Commissioners put this relief effort on the next agenda of the Town Commission Meeting of November 6th. We ask that the Commissions consider the source and amount of financial funding the Town is willing to approve. At a minimum, maybe you would consider matching the donations we receive as Lake Park SACE, up to say \$5000 or so in real money. At that meeting, all financial contributions by the Town through its discretionary or grant sources could be identified and a motion entered to supplement your public awareness efforts with some financial support.

In our vision, this being a Town of Lake Park lead function, the relationships you enjoy with entities like the Treasure Coast League of Cities, or Palm Beach County League may be helpful, inviting other municipalities to join us.

Lake Park SACE would assist in a) public awareness, b) securing appropriate transportation to Port St. Lucie and its designated drop off point, c) provide a driver there as necessary, d) collect,

deposit, and be held accountable for all financial transactions related to financial donations for this effort, and e) issue an After-Action Report on the success and challenges of our mutual mission.

We are available at any time to discuss this initiative further, always driven by the time-sensitive nature of the suffering of our neighbors. We do much appreciate your considering the best of civic engagement, when both residents and their elected representatives can get together to do the right thing.

Sincerely,

Rafael Moscoso, President

John Linden, Vice President

Michael Steinhauer, Secretary/Treasurer

Marie Lourdes-Rosemberg, Director



TOWN MANAGER COMMENTS
REGULAR TOWN COMMISSION MEETING
Wednesday, October 16, 2024

Exhibit G

COMMUNICATIONS AND GRANTS

Last evening, the Town held its Community Forum on Communications. In spite of significant outreach efforts across multiple channels, the workshop was sparsely attended, however, those in attendance asked questions provided input and ideas for improvement that staff will be looking into.

HUMAN RESOURCES

New Employees:

We are pleased to announce that the following new employees have joined our staff:

- Yasser Heyaime, our new Operations Manager in our Public Works Department; and
- Charles Vail, our Dock Attendant at our Lake Park Harbor Marina

Mr. Heyaime is here this evening, but Mr. Vail is unable to be here but will be at the next meeting.

LIBRARY

The Read for the Record Festival is this Saturday, October 19th at Kelsey Park. This is the kickoff for this year's Read for the Record, and will have storytimes, possibly a bounce house, crafts, a drum circle, games, snow cones, goodie bags and so much more. The book this year is "Piper Chen Sings" by Phillipa Soo and the librarians, volunteers, can community leaders will be reading the book at various preschools, schools, the library, and other gathering places to see how many children of all ages, from 0 to 100+ years-old, we can read to and how many readers we can get to read. This all ends on October 25th at the Sunset Celebration. To find out more, contact the Lake Park Public Library at 561-881-3330, email us at askhere@lakeparkflorida.gov, or stop by the library at 529 Park Avenue.

PUBLIC WORKS

Evergreen Agreement Execution - The Agreement for the Evergreen House Preservation project has been issued. However, execution can only proceed once the Town Hall Preservation project is closed. One outstanding item (improvements to the truss support system) must be completed at Town Hall before we can move forward with the project closure. As the Grantor, the Division of Historic Preservation has issued an Amendment to the Agreement, extending the completion deadline for the Town Hall project to December 31, 2024. This Amendment is scheduled for consideration and execution on the October 9 Commission agenda.

Please note that signing the Town Hall Agreement Extension will delay executing the Evergreen Grant Agreement until January 2025. Nevertheless, John Wille has confirmed with the Division that postponing the signing of the Evergreen Agreement until 2025 will not impact the grant or its terms.

Debris Pickup - We are experiencing delays in vegetation debris pickup due to the increased debris volume and a personnel shortage. Inasmuch as we realize that this is a priority, we are currently exploring adjustments to our schedule to improve efficiency with our resources.

We will present a proposed schedule for your review and direction at the next Commission meeting. Your understanding and patience are greatly appreciated as we work to address the challenges.

SPECIAL EVENTS

Sunset Celebration Fall Festival - The Sunset Celebration Fall Festival will be held on Friday, October 25 from 6:00 p.m. – 9:00 p.m. in Kelsey Park. This month’s event will feature live entertainment from Wonderama Band! For more information, contact the Special Events Department at 561-840-0160.

Tennis Court Closure - The Town of Lake Park tennis courts will be closed on Saturday, October 26 for a private event to be held in Kelsey Park. For more information, contact the Special Events Department at 561-840-0160.

TOWN COMMISSION CONSENSUS

- I have been asked to seek for consensus by the Commission to have Community Development do a review of Lake Shore Drive and how the road was re-aligned and what the requirements are for vacating the roadway. With regard to the September 26, 2024 letter that was sent to Frank Katz about not closing off Lake Shore Drive, can Community Development provide a response to Mr. Katz as to what access to the roadway looks like – for example, these are the requirements in order to close this parcel, etc., and have Community Development prepare a letter on how to address the Lake shore Drive situation.
- As part of the signage for the Nautilus 220 project site, Forest Development will be including Lake Park Marina Waterfront District or Lake Park Waterfront District monument signs on two corners of the property - the northwest corner of Cypress/US1 and the SW corner of Bayberry/US1. They have asked that I obtain reaffirmation of the name Lake Park Marina Waterfront District or affirmation of the name Lake Park Waterfront District. Please provide me with consensus as to which name you prefer.
- Earlier this month I was asked to obtain consensus from the Commission for placing a Proclamation on the agenda in honor of Gold Star Mother’s and Family’s Day. Lake Park was one of the first to have a memorial dedicated to Gold Star Families and President Joe Biden proclaimed Sunday, September 29, 2024 as Gold Star Mother’s and Family’s Day. Do I have such consensus?

- Earlier this month I was also asked to obtain consensus from the Commission for placing a Proclamation on the agenda in honor of the 175th anniversary of our VFW Post 9610 which is the Donald A. Ross Post. Do I have such consensus?

Consensus for Executive Session - As the Commission is aware, the Collective Bargaining Agreement was pulled from the agenda for the 9/17/2024 Commission meeting based upon the outcome of the 9/17/2024 negotiation session. Staff is seeking consensus to schedule another Executive Session November 6, 2024 with the Commission for the purpose of discussing the Collective Bargaining Agreement

Resiliency Workshop currently scheduled for Saturday, November 2, 2024 - Given the volume of items the Community Development Department is working on and since the prior Resiliency/Seawall Ordinance was an initiative initiated by the Town's Administration, Staff is interested in pushing this workshop to a Saturday session in January or February. This would also allow the permanent Town Manager to weigh in on the matter and provide feedback prior to the scheduled workshop, in conjunction with our consultants. Notices have not yet been mailed as they were scheduled to be mailed October 22. If the Town Commission is in agreement, some possible workshop dates include: Saturday, January 25, or Tuesday, February 22. Is there consensus on this request and the workshop date?

Palm Beach County Intergovernmental Coordination Program - We have received notification from the Palm Beach County Intergovernmental Coordination Program that they would like to set up their next IPARC meeting the afternoon of October 31 or November 1, 2024. They want to establish quarterly dates for next year as they will need to meet more frequently to help develop a countywide transportation plan. IPARC 2.0 will be a combination of planning staff and others who work with transportation. Back in 2023 Commissioner Linden was the Town of Lake Park Issues Forum Representative and the Alternate Representative was Mayor Michaud. We believe the Mayor has been participating but a second representative has not been appointed. Please provide me with consensus as to who the primary and secondary representatives will be for the I-PARC Issues Forum.

Operation Hope Request - On Saturday December 7, 2024, Operation Hope will be holding its annual banquet at the U.B. Kinsey Educational and Community Center at 720 8th Street in West Palm Beach. Operation Hope is a 501(c)(3) organization which provides assistance to homeless and disadvantaged individuals and families. They are asking that the Town sponsor a table at the banquet for a donation of \$650.00 and as a table sponsor the Town will receive ten tickets and recognition at the banquet. In previous fiscal years, a donation to Operation Hope has been in the Commission's budget as a Promotional Expense and as a Travel and Training Expense. While it has not been specifically budgeted for this fiscal year, there is the amount of \$5,935 in unallocated Travel in the Commission's budget. I am seeking consensus for using \$650.00 of the Commission's travel funds this fiscal year for such donation. If any of you are interested in attending the December 7, 2024 budget, please contact Janet Perry to let her know.

Florida League of Cities Legislative Conference – Registration is now open for the 2024 FLC Legislative Conference to be held December 4-6, 2024 in Orlando, FL. More information can be found at www.flcities.com/education-and-events/legislative-conference. Please advise who from the Town Commission will be attending this event. Janet Perry will register on your behalf.

TOWN CLERK

Municipal Election 2025 - There will be four (4) Town Commission seats up for election this coming March 2025. The qualifying period for this election will begin on Tuesday November 5, 2024 at noon and ends Tuesday November 19, 2024 at noon. Anyone interested may contact the Clerk's office for further information at 561-881-3311 or email townclerk@lakeparkflorida.gov. Qualifying information will also be available on the Town's website.

SUNSET CELEBRATION FALL FESTIVAL



**FRIDAY, OCTOBER 25, 2024
6:00 PM - 9:00 PM
KELSEY PARK
601 US HIGHWAY 1
LAKE PARK, FL 33403**

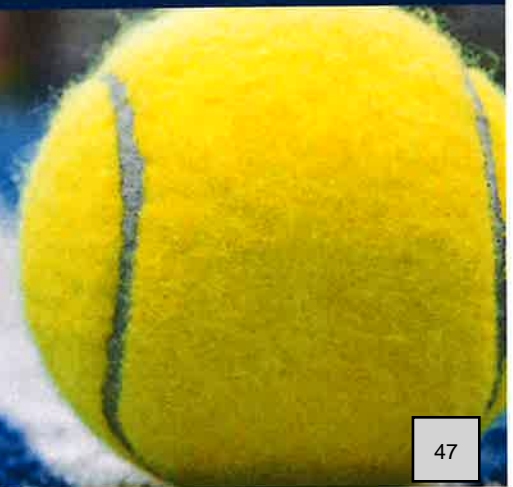
**JOIN US FOR A FAMILY-FRIENDLY EVENT WITH
LIVE ENTERTAINMENT, FOOD VENDORS, ART &
CRAFT VENDORS AND TRICK OR TREATING.
ADMISSION AND PARKING ARE FREE.
FOR MORE INFORMATION CONTACT THE
SPECIAL EVENTS DEPARTMENT AT 561-840-016**



TENNIS COURT CLOSURES

The Town of Lake Park tennis courts will be closed on Saturday, October 26, 2024 for a private event held in Kelsey Park.

For more information please call 561-881-3338.





Pink Fest

A Pink Picnic Palooza

SATURDAY OCTOBER 26TH FROM 3PM-9PM

ATTIRE: ALL SHADES OF PINK
GENERAL ADMISSION \$40 VIP \$80

TICKETS ON SELL SOON!!!!

@KELSEY PARK

Exhibit H

What Went Well (WWW)

- Thursday at 7:51am, storm updates began being sent to the Town Commission as a whole – periodic updates were provided through Monday at 9:18am. Situation Reports from Public Works Director were thorough.
- Tuesday 10/8 Public Works staff went door-to-door to inform 80-90 residents to bring their recycling carts in from the street.

Opportunities for Improvement (OFI)

Background: State legislation grants Emergency Management authority to the counties. The County sent out Flash Report #2 on Sunday 10/6 at 5:30pm announcing that a Flood Watch advisory had been issued for PBCounty.

Monday 10/7 8:00am I was informed that the Town had declared a Local State of Emergency.

Monday 10/7 10:00am Countywide Municipal Emergency Management Call: County announced that they were declaring a State of Emergency, and would determine tomorrow (Tuesday) if any closures were warranted.

Monday 10/7 1:19pm County send out Flash Report #2 – storm upgraded, but no new advisories for Palm Beach County

Monday 10/7 3:00pm Town posts announcement to public that Town has declared a State of Emergency and all Town facilities would close at Noon on Tuesday 10/8.

Monday 10/7 4:00pm A Tropical Storm Watch advisory was issued for PBCounty

Tuesday 10:00am Countywide Municipal Emergency Management Call: County announced that they would be holding a press conference, and a Tropical Storm Warning advisory had been issued for PBCounty.

Tuesday 12:45pm PBCounty holds a press conference announcing County offices and facilities would close at Noon on Wednesday 10/9 in preparation for storm arriving Wednesday evening.

- Town did not wait for County, who has emergency management authority, to provide direction on need for Declaration of Emergency and/or Closures.

- Town Commission, except for Mayor, found out about Town Closures after social media posts.
- Town staff needing to prepare for a storm could have staggered hours so that Town services could continue to be provided to the residents.
- Town messages need to be better coordinated with Town operations – announcement stated that all garbage collection was suspended on Monday, yet there was uncollected vegetation that didn't get picked up. Residents were confused and upset.
- Little information was provided to the public on Wednesday – other cities were pushing out public announcements pre-storm, during storm, and post-storm.
- Code Red was sent out on Wednesday the 9th at 9:35 am that was very confusing to some residents because of the way the phone number appeared on resident's caller id, the first two numbers were "86" then followed by a space, which is an international country code.
- Did a resident have a way to contact the Town if there was an issue/emergency?
- The Town needs an Emergency Communication Plan that covers various scenarios and outlines continuous communications to the residents/businesses before, during and after a storm or other emergency situation.
- Could we have gone live on social media or channel 18 (for those that have comcast) to keep the residents updated?



Town of Lake Park
PUBLIC COMMENT CARD

Item 4.

CIVILITY AND DECORUM

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

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Meeting Date 10/16/2024 ✓

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

Name: JAMES SULLIVAN
Address: 348 Emerald Blvd

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

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

I would like to make comments on the following Non-Agenda Item(s):
MISUSE OF RIGHT TURN ON RED AT 10TH AND PARK AVE CREATING A DANGEROUS SITUATION.

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.

corner of 10th and Park Av.



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Meeting Date 16 Oct 24

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

Name: Rafael Moscoso ✓
Address: 429 GREENBRIAR

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

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

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

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.



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Meeting Date 10/16/2024 ✓

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

Name: Mary Jane Zapp
Address: West Palm Beach

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

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

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

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



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Meeting Date 10/16/2024

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

Name: John Linden
Address: 568 N Redwood Dr

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

I would like to make comments on the following Agenda Item: FY 2025 PAY PLAN #18

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

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: October 19, 2024 Park Avenue Downtown District Workshop Minutes.

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance On Reading, New Business, Other.

Bambi

Approved by Town Manager

McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner... Date: 2024.10.24 10:57:24 -04'00'

Vivian Mendez, Town Clerk, MMC

Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$ 0.00), Attachments (Minutes Exhibits), and Advertised (Not Required).

Recommended Motion: I move to approve the October 19, 2024 Park Avenue Downtown District Workshop Minutes.



Lake Park Town Commission, Florida

Park Avenue Downtown District Workshop

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
October 19, 2024 10:00 A.M.

Roger Michaud	___	Mayor
Kimberly Glas Castro	___	Vice Mayor
Michael Hensley	___	Commissioner
Mary Beth Taylor	___	Commissioner
Judith Thomas	___	Commissioner
Bambi McKibbon-Turner	___	Interim Town Manager
Thomas J. Baird	___	Town Attorney
Vivian Mendez, MMC	___	Town Clerk

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

CIVILITY AND DECORUM

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CALL TO ORDER/ROLL CALL

10:07 A.M.

PLEDGE OF ALLEGIANCE

Ms. Patricia Leduc led the pledge.

SPECIAL PRESENTATION/REPORT:

1. Park Avenue Downtown District (PADD) Workshop.

Community Development Director Nadia DiTommaso provided an overview of the workshop and why we are here this morning. A presentation was used to discuss all the elements being brought forward to the Commission. See Exhibit "A". Town Attorney Thomas J. Baird provided his personal professional background and history with the Town. He discussed the Town's Code and Comprehensive Plan. Town Planner Karen Golonka discussed the PADD density. Town Planner Anders Viane discussed the height & height waivers.

Vice-Mayor Glas-Castro asked what the current average density and Floor Area Ratio (FAR) based on the information provided in the presentation. Community Development Director DiTommaso reviewed the current density of one story, quad units and two-story residential. She would run the calculation and report back. Vice-Mayor Glas-Castro asked that the information be provided in the future so they are aware where they are starting from. She asked about traffic. She asked if the traffic studies look at how long a person has to sit at a traffic light with the added traffic. She understood that the traffic signal timing could be adjusted, however, with the train tracks being at the same intersection, are those movements considered. She then asked about the lift station. She asked why the Town would consider a lift station on our property versus the lift station being on the proposed project property. She was concerned with town property being used for this purpose.

Commissioner Taylor wanted to hear from the residents. She expressed concern with the Town trying to increase the density. She agrees with redevelopment, but with something more to scale than a large project. She felt that the sun would be obstructed.

Commissioner Hensley appreciated the presentation, but would like to hear from the residents. He asked how the traffic flow would be handled.

Commissioner Thomas thanked staff for the presentation. She asked the designation of 10th Street, Park Avenue, and Old Dixie Highway. Community Development Director DiTommaso stated that 10th Street and Park Avenue were local roads and Old Dixie Highway was a County road. She asked for the update on the 10th Street road improvement project. Community Development Director DiTommaso explained that Public Works was working on two segments of the roadway. One segment was from Silver Beach Road and Park Avenue on 10th Street and the second segment was from Park Avenue to Northern Drive. Commissioner Thomas asked if there was any discussion of expansion to the roadway at Northern Drive on 10th Street. Community Development Director DiTommaso stated that to her understanding there was no proposed expansion. Community Development Director DiTommaso explained that an additional turn lane was recommended as you are approaching Park Avenue southbound. The traffic engineers are also reviewing the intersection of Park Avenue and 10th Street due to the traffic light queuing issues.

Mayor Michaud thanked staff and Town Attorney for the presentation. He agrees with the traffic pattern concerns expressed by the other Commissioners. He expressed concern with the total density of the area being used by the proposed project and nothing left for future development. He wanted to hear from the public. He felt future discussions were needed.

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.

1) Karen Sjolholm, 815 Magnolia Drive, thanked staff for the presentation. She expressed concerns with additional traffic and was opposed to proposed density.

2) Glen Spiritis, owner of 918 Park Avenue, gave a brief history of how he began his development project in the Town. He has been working on the proposed project for the past two years and has invested millions into the project.

3) Sue LaFontaine, 545 Evergreen Drive, thanked the Commission for this workshop. She stated that the Comprehensive Plan does not align with the proposed projects in the PADD. She stated that the projects would negatively impact parking, affordability, and increased taxes.

4) Camille Swanson, 105 Lake Shore Drive, representing Insite Studio, Land Planners for the project. She discussed how common it is to use the first-come-first-serve approach regarding the density. She pointed out that the PADD comprises of two sub-districts. She provided a bit of history with regards to how the proposed project was developed, based on the workshops and Code regulations adopted by the Town Commission. She explained that they have been working on this project for the past two-years.

5) Zechariah Cesani, owner of 914 Park Avenue. He expressed his support for the projects and the increase in density for the community.

6) Brady Drew, 538 Sable Palm Drive, thanked staff for the great workshop. He spoke in support of the projects.

7) Betsy Cohen, Palm Beach County resident. She spoke in support of the projects and hope for the future of Lake Park.

8) Amy Angelo, owner of 1301 10th Street. She spoke in support of the projects and the revitalization of the Community Redevelopment Agency (CRA).

9) Terrance Davis, spoke of his long history with the Town of Lake Park. He spoke in support of his project in the PADD.

10) Sam Bauer, 105 Lake Shore Drive, thanked the Commission for the workshop. He discussed the location option of the lift station (see Exhibit). He explained why a train station would not be created in the Town without density.

11) Brian Kelley, Traffic Engineer with Simmons & White. He spoke of the traffic concerns at the specific location in Town. He explained that density promotes mobility and micro mobility. He stated that the traffic data has shifted as a result of the Covid pandemic. He explained that the general impact of the project to Park Avenue and 10th Street was less than 5%.

Mayor Michaud thanked everyone for attending, staff for the presentation. He stated that more dialog on this matter would be forthcoming. He encouraged the Commission to speak to the community and staff and to ask all the questions they have on this topic.

A member of the public asked if there would be another opportunity for residents to speak to the Commission regarding these projects. Mayor Michaud explained that they would look into other opportunities for residents to speak on the matter. The Commission would be speaking with the community. He stated that the next opportunity to speak on this topic would be communicated with the public.

ADJOURNMENT:

11:58 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 6, 2024.

PARK AVENUE
DOWNTOWN DISTRICT (PADD)
WORKSHOP

Saturday, October 19: 10am – 12pm

Town Hall Commission Chambers

535 Park Avenue, Lake Park, Florida 33403

HISTORY

HOW WE GOT HERE

- [2018-2021](#): **Workshop** meetings (engaging the public and gathering Board/Commission feedback).
- [February 2022](#): **Comprehensive Plan amendments** were adopted to allow for more flexibility in density within the Downtown land use area.
- [July 2022](#): **Rezoning** of parcels to expand the boundaries of the downtown area to how it exists today **AND** Revised land development regulations (**LDRs**) creating two sub-districts in order to align with previously adopted comprehensive plan amendments and allow for flexible redevelopment options per the policy directives at the time.
- [September 2022](#): Future train station site land use map amendment.
- [October 2022](#): Future train station site rezoning.
- [Mid to late 2024/early 2024](#): Two mixed-use development site plan applications for the Core sub-district on the PADD were submitted.

WHY IS THIS WORKSHOP NECESSARY?

With the recent submittal of two large-scale mixed use projects for the Park Avenue/10th Street area (Core Sub-District), it has been requested of Staff and the Town Attorney to take a closer look at whether the resultant projects are consistent with the Commission's vision for the downtown redevelopment area and whether the LDRs and density, if maximized, are consistent with the overall redevelopment vision for the downtown area, as it was originally intended when the Comprehensive Plan Amendments and Land Development regulations were adopted a few years ago.

INTRODUCTION

Focus Areas for this Workshop

- Density
- Floor Area Ratio/Massing
- Height
- Traffic
- Infrastructure

*****all categories lend towards an analysis of compatibility, feasibility and neighborhood character*****

LEGAL ANALYSIS INTRODUCTION

POLICY CONSIDERATIONS

- The Town was created pursuant to the Kelsey City Plat. The planners originally involved in the creation of the Kelsey City Plat were amongst the best known planners.
- John Nolan and the Olmstead Brothers created the Kelsey City Plat which include a downtown business district.
- The PADD and its scale is reflective of the Kelsey City Plat's downtown. The Kelsey City Plat would need to be modified. The two proposed projects are proposing a replat or a unity of title given their multiple lot configurations and aggregation of lots.
- The Kelsey City Plat also governs development of the area surrounding the Downtown, which to the north, south and east consists predominately of low density single family residential neighborhoods.

LEGAL ANALYSIS INTRODUCTION (*continued*)

POLICY CONSIDERATIONS

- The Lake Park Downtown was designed to serve the neighborhoods surrounding it, which includes the residential neighborhoods on small lots and a downtown also with comparatively small lots. For example, the lots upon which the projects are proposed are approximately 2 acres and 3 acres. Thus, without changes to the Plat, or some aggregation of lots in the Downtown, the Lake Park downtown must continue to be viewed as having a small scale development pattern.
- Because of this small scale development pattern, the Downtown of Lake Park cannot be viewed in the same context as the downtowns of significantly larger cities that have increased densities and have become urban centers with high rise office towers and residential condominium like West Palm Beach.

LEGAL ANALYSIS INTRODUCTION (*continued*)

POLICY CONSIDERATIONS

- The 2021 amendments to the Comprehensive Plan increased the densities in the downtown such that the Commission's vision for the downtown was that it would be re-developed at an **average density of 48 units per acre and with a FAR (massing) of 3 for non-residential uses.**
- However, the first two proposals for redevelopment do not contemplate average densities of 48 units per acre. Instead the 2 developers have proposed densities of 203 and 233 units per acre, at the maximum height permitted of 16 stories, and with a FAR (massing) for the residential and non-residential components that more than doubles the FAR contemplated in the Downtown. In addition these projects propose nonresidential uses totaling 16,380 and 16,309 S.F.
- The development of the projects at the height and a density exceeding 48 units per acre are only permitted at the discretion of the Commission and provided they are consistent with the policies of the Town's Comprehensive Plan and Land Development Regulations (LDRs).
- My (Town Attorney) memos that have been distributed provide a detailed analysis of the 2 projects which have been proposed within the context of the Objective 12 and Policies 12.1, 12.2, 12.3, 12.4 and 12.5 of the Comprehensive Plan.

LEGAL ANALYSIS INTRODUCTION (*continued*)

POLICY CONSIDERATIONS

- What is the significance of these policies?
- Because courts have likened a Comprehensive Plan to a local government's Constitution.
- They are local laws.
- **The interpretation and application of the Objectives and Policies of the Comprehensive Plan is a discretionary legislative determination to be made by the Commission.**
- Florida law requires that any development approval must be **consistent** with the Objectives and Policies of the CP.
- Courts have ruled that where there are policies which appear to conflict with one another, (referred to as an internal inconsistency), the Commission must resolve the conflict and choose the Policies, or portions thereof that it determines to be consistent with its vision.

LEGAL ANALYSIS INTRODUCTION (*continued*)

Item 5.

POLICY CONSIDERATIONS

- The submission of the 2 applications present an internal consistency issue and require that the Commission evaluate the developers' requests to develop at densities at greater than 48 units per acre and at a maximum FAR of 3 (for non-residential) and consider a different vision as expressed in the following:
- Objective 12 ... a mixed use downtown that is **well-integrated into the surrounding neighborhoods**
- Policy 12.1 ... providing that redevelopment of residential and non-residential buildings shall **complement** the existing buildings.
- Policy 12.2 ... the density of 48 units/acre and FAR of 3 (for non-residential) may be exceeded at the discretion of the commission **only if the result is that the projects would be consistent with the CP policies and the LDRs.**
- LDR Section 78-70(a)(1) Purpose and Intent of the PADD: Provide for development which is **reflective of early master plans for small scale traditional downtown commercial areas.**
- The PADD intent indicates that the **scale of development** in the PADD should be consistent with the Kelsey City Plat developed by John Nolan and the Olmstead Brothers.

Sec. 78-70. Park Avenue Downtown District (PADD).

(a) Purpose and intent. It is the purpose and intent of the Park Avenue Downtown District to provide for the following:

- (1) Urban development which is reflective of early master plans for a small scale traditional downtown commercial area;**
- (2) Buildings and structures that relate to the pedestrian environment at a human scale which, in conjunction with public investments, help to create a sense of place;**
- (3) The reestablishment and redevelopment of an urban center offering a mixture of retail, personal service, commercial, office, and residential uses;**
- (4) A pedestrian-oriented development pattern;**
- (5) The concentration of a variety of uses, including live performance theaters, restaurants, brewpubs and breweries, offices, arts and crafts, and other retail uses to attract both residents and visitors to the Town's traditional downtown for specialty shopping and entertainment;**
- (6) The prohibition of certain uses which do not support or enhance the specialty shopping, entertainment, arts district, or uses otherwise inconsistent with a pedestrian-oriented traditional downtown development pattern;**

A LOOK AT THE PADD SUB-DISTRICT REGULATING PLAN



TABLE 78-70-2 – CORE Sub-District Regulations

Building Height (Maximum)	12 stories (160 feet). See 78-70(b)(7)b.3. for an additional height waiver for structured parking.
Story Height	Maximum 12 feet per story, 20 feet maximum for ground floor, and top floor or middle floor
Minimum Building Height	New development shall have a minimum building height of two stories.
Building Coverage	90% maximum
Front Setback	15 feet (Maximum)
Side Setback (Interior)	15 feet when adjacent to existing buildings
Side Street Setback	None
Rear Setback	None
Parking Standards	Parking shall be located at the rear of the site
Sidewalk Width (Minimum)	10 feet
Lot Size	1 acre (minimum, or Outer Sub-District Regulations shall apply)
Density	Maximum density shall be 48 dwelling units per acre. The Town Commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the Town Commission finds it in keeping with the purpose and intent established for the PADD.

TABLE 78-70-3 - OUTER Sub-District Regulations

Building Height (Maximum)	4 stories (56 feet)
Story Height	Maximum 12 feet per story, 20 feet maximum for ground floor
Building Coverage	90% maximum
Front Setback	15 feet (Minimum)
Side Setback (Interior)	None, 15 feet when adjacent to single-family districts*
Side Street Setback	None, 15 feet when adjacent to single-family districts*
Rear Setback	None, 15 feet when adjacent to single-family districts*
Parking Standards	Parking shall be located at the rear of the site, except for townhouse driveways
Sidewalk Width (Minimum)	10 feet
Density	Maximum density shall be 48 dwelling units per acre. The town commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the town commission finds it in keeping with the purpose and intent established for the PADD.

COMPREHENSIVE PLAN

“DOWNTOWN LAND USE” OVERVIEW

(relevant Objectives and Policies)

Objective 12

Redevelopment of the Historical Downtown Area: A Downtown Future Land Use Classification is established to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, and that is well-integrated into the surrounding neighborhoods. This land use classification is also intended to facilitate development that complements a future tri-rail station.

- **Policy 12.1**

The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. The Downtown Land Use shall provide for the development or redevelopment of compact residential and non-residential or mixed use buildings to complement the existing buildings.

- **Policy 12.2**

Within section 3.4.3 “Future Land Use Classification System” the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

COMPREHENSIVE PLAN (CP)

“DOWNTOWN LAND USE” OVERVIEW (continued)

- **Policy 12.2 (continued)**

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, and is consistent with the policies contained herein and meets the land development regulations. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

- **Policy 12.3**

The land development regulations developed to implement the Downtown Land Use shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts, particularly single-family districts

- **Policy 12.4**

Development and redevelopment shall be supported by publicly accessible civic spaces, walkable and bikeable streets and served by varied forms of public and private transportation.

- **Policy 12.5**

Development shall provide for and accommodate various alternative mobility and micro -mobility options, consistent with policies of the Transportation Element, to achieve the safe interconnectivity of vehicular, pedestrian, and other non-motorized movement, and promote sustainability.

- **Policy 12.6**

The Town shall continue to pursue a proposed train station location immediately adjacent to the Downtown future land use area, in support of its redevelopment and mobility goals.

DENSITY

Discussion on the 48 units per acre and the ability to request more at the Town Commission's discretion and the impact requests may have on future redevelopment in the PADD.

- * Total downtown density: *1,590 units*
- * Current density in the downtown: *250 existing units*
- * Available density for redevelopment: *1340 units*
- * Remaining available density for redevelopment if the two large projects are approved as proposed: *245 units*

PROJECT LOCATIONS



Residences at 10th and Park



Kelsey on Park



ALLOWABLE/DISCRETIONARY DENSITY IS THE KEY DRIVER FROM WHICH ALL OTHER IMPACTS FOLLOW, SUCH AS BUILDING BULK AND APPEARANCE, COMPATIBILITY WITH SURROUNDING AREA, THE NEED FOR THE HEIGHT WAIVER, TRAFFIC IMPACTS AND UTILITY ISSUES.

DENSITY: COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT POLICY 12.2

Within section 3.4.3 “Future Land Use Classification System” the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area. The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, and is consistent with the policies contained herein and meets the land development regulations.



The PADD, TABLE 78-70-2 DENSITY REGULATION

“Maximum density shall be 48 dwelling units per acre. The Town Commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the Town Commission finds it in keeping with the purpose and intent established for the PADD

How are these provisions being used by developers? How does staff review for consistency with the Comprehensive Plan and Intent Section of the LDRs? Is it producing what the Town Commission envisioned?

Granting additional density is at the discretion of the Town Commission. The Town Commission is not under any obligation to approve the requested increase, but could choose to grant a lesser amount or no increase.

Should the Town Commission desire to grant an increase over the base of 48 du/acre they must find:

- 1) That the requested increase and resultant project is “in keeping with the purpose and intent established for the PADD.”
And**
- 2) That it is consistent with the policies of the Comprehensive Plan and meets the land development regulations.**

**DOWNTOWN MIXED-USE DENSITIES AND HEIGHT:
ARE THE LAKE PARK REGS REASONABLE?**

	Density (max. in core)	Height
Lake Park Sub-districts	Core 48 du/acre + add'l units Outer 48 du/acre + add'l units	12 stories (160 ft.) 16 stories (200 ft.) 4 stories (56 ft.)
Delray Beach historic downtown core	30 du/acre	5 stories (54 ft.)
West Palm Beach Core downtown, TOD* Note: FAR used in lieu of density	FAR 7.0 FAR 2.75 (3.50 small lots) FAR 1.75 (2.50 small lots)	25 stories or 380 ft. 10 stories or 155 ft. 8 stories or 104 ft.
Stuart Urban code districts	30 du/ac	4 stories or 45 ft.
Village of North Palm Beach Village Place Project	Project FAR = 2.75	14 stories 9 stories

PROPOSED PROJECTS:

Project #1	232 DU/ACRE FAR 10.52 (Total Bldg.) est. FAR w/o parking = approx. 7.3	16 STORIES 197 FT.
Project #2	203 DU/ACRE FAR 8.31 (Total Bldg.)	16 STORIES 174 FT.+

DENSITY (UNITS)  HEIGHT AND MASSING

Item 5.



16 Stories
Park Avenue Frontage

16 Stories
10th St. Looking North



FLOOR AREA RATIO (FAR) / MASSING

BUILDING MASS

The appearance of a massive building is due to a number of components- the density or intensity, height, lot coverage, and architectural treatment.

One measure of a building's mass or intensity is the floor area ration (FAR*).

The higher the number the more intense the project.

The PADD uses floor area ratio (FAR) for non-residential buildings, such as office buildings.

While the density measure has been used to regulate the residential component of mixed use buildings:

IF the FAR measure were to be utilized (for residential and non-residential), the buildings' FARs would be comparable to the most intense downtown buildings in West Palm Beach.

The projects FARs are below 3.0 for their nonresidential components. However, if the 3.0 were to be used for residential and non-residential (this would require a policy change), they would be far in excess of the 3.00 FAR.

How should the building mass be viewed in light of Comprehensive Plan Policies?

**Floor area ratio is determined by taking the entire square footage of a building (adding up the floors) and comparing it to the size of the lot. For example, a building consisting of 150,000 sq. ft. on a 50,000 sq. ft. lot would be 150,000 divided by 50,000 for a FAR of 3.00.*

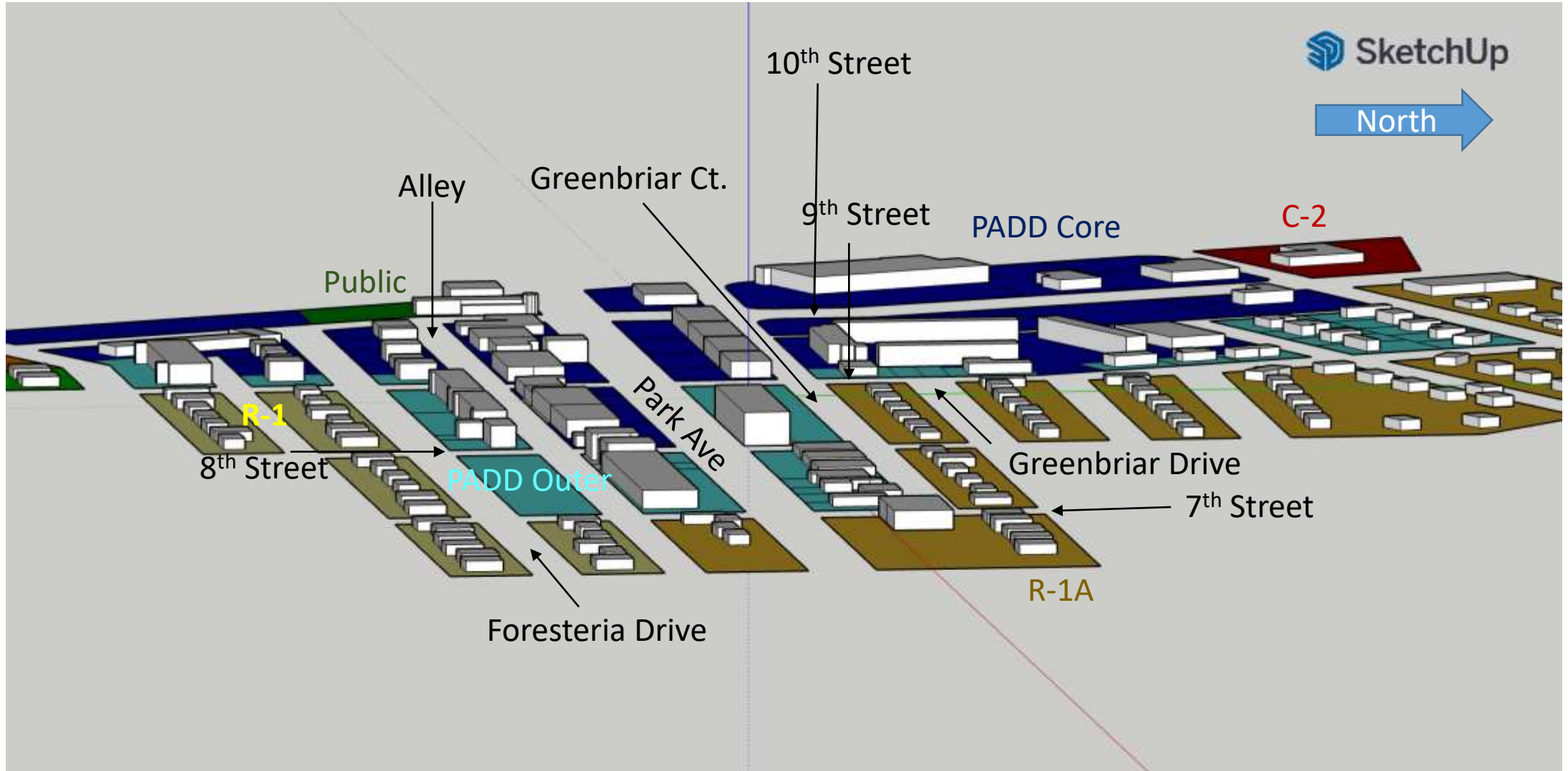
HEIGHT & HEIGHT WAIVERS

Height is not addressed in the Comprehensive Plan. In the **Core sub-district**, the PADD provides for a base height of 12 stories or 160 ft. The height waiver for structured parking would allow up to 4 stories (or 40 ft.) of the parking structure to be exempt from the 12 story limit, thereby allowing a possible **16 story building with the waiver**. (Sec. 78-70 (b) (7) 3.)

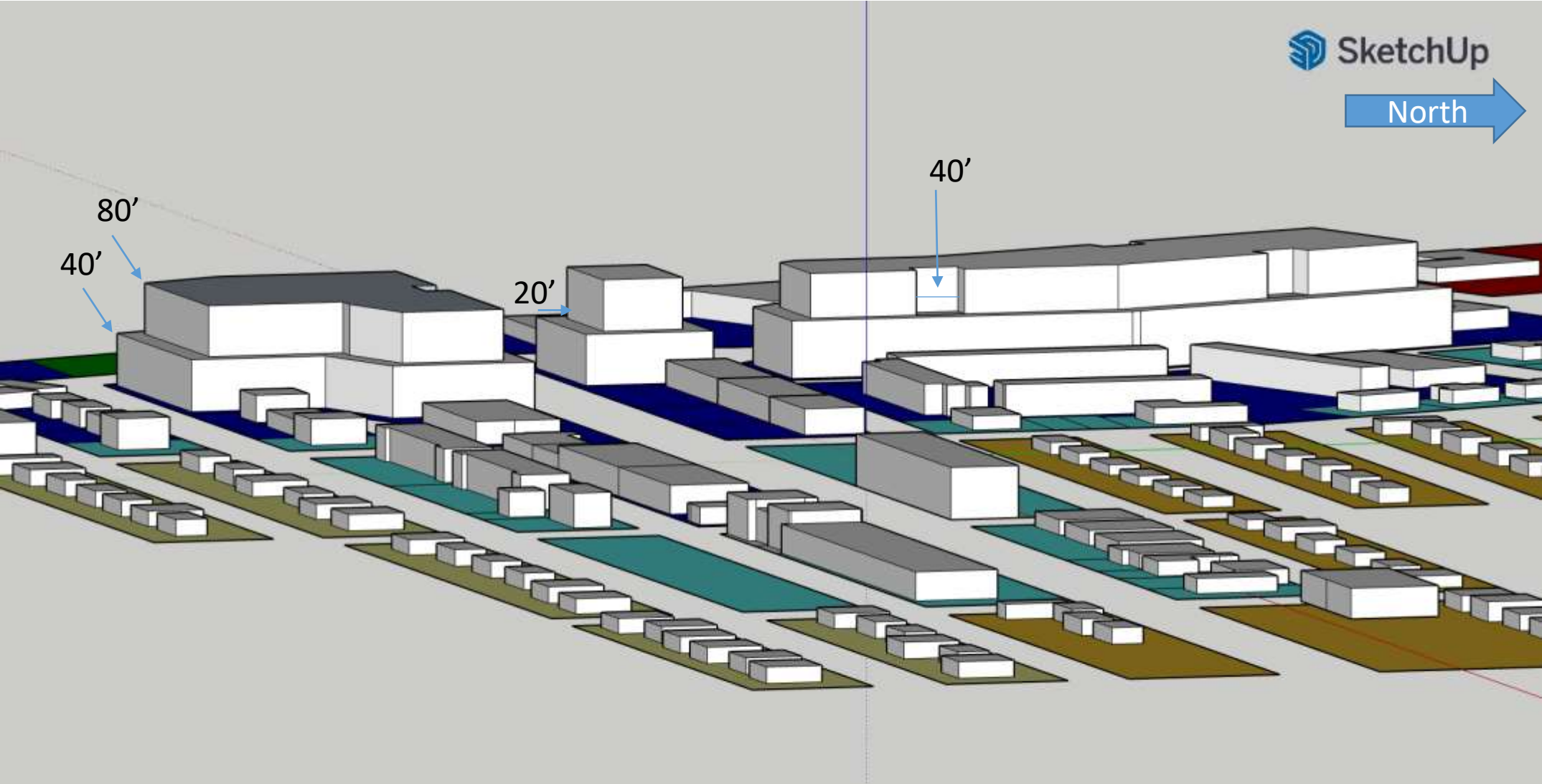
To receive the waiver, the Code requires that the project must provide public parking equivalent to a minimum of ten percent of the required building parking. This public parking shall be located on the ground floor of the structured parking area, be free of charge, and marked and reserved for public use in perpetuity. The parking waiver was first adopted for the FHMUDO, then included in the C-3, and subsequently the PADD.

In addition to the public parking, for the waiver to be granted, the Town Commission must find: “Pursuant to a review of shadow studies, the additional height would not significantly impact the light, air flow, and aesthetics of any abutting single-family dwellings or multifamily dwellings or those that are located across a street or alleyway in a manner that creates substantial negative or detrimental impacts.”

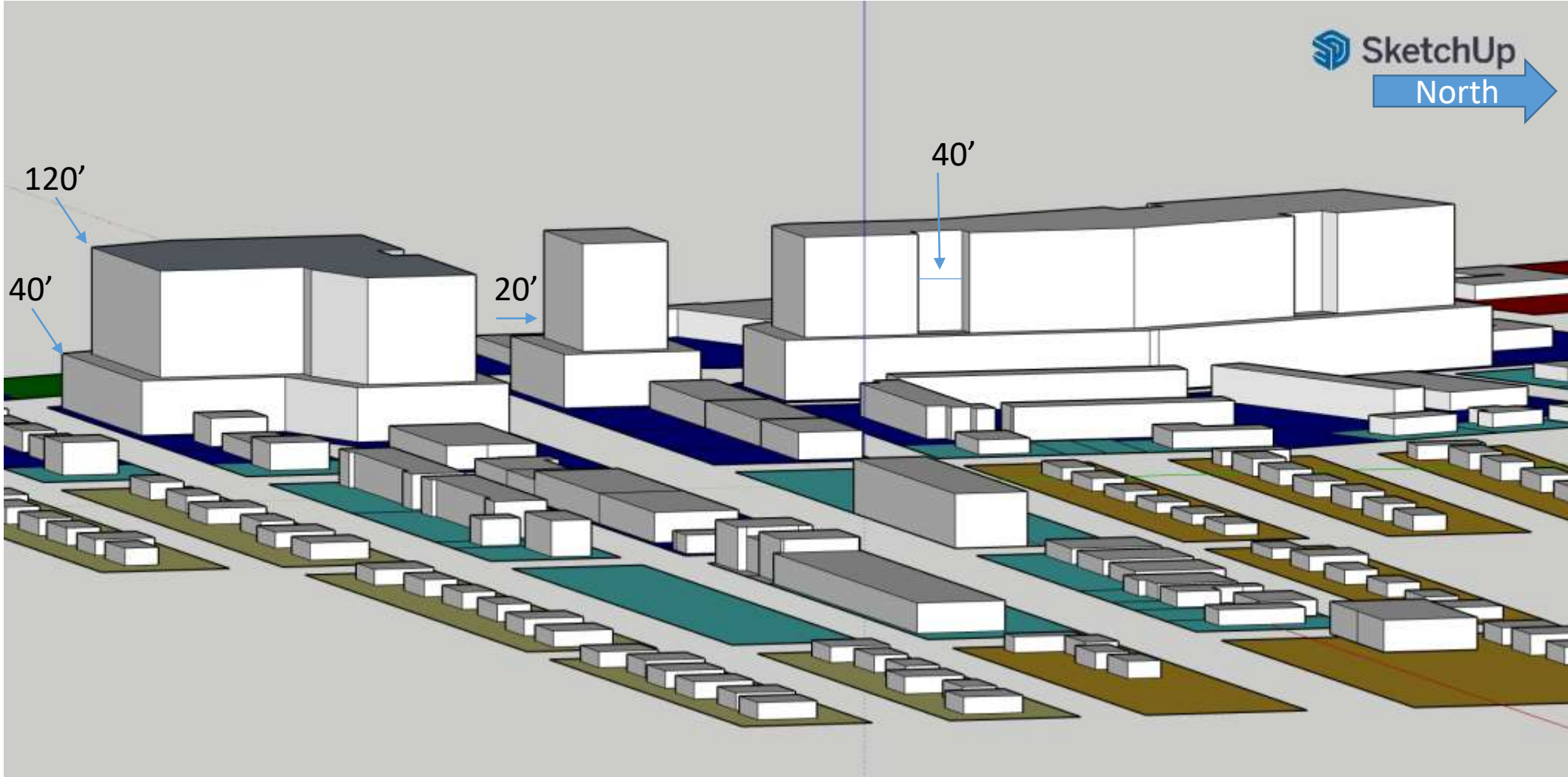
RENDERINGS – Existing Conditions



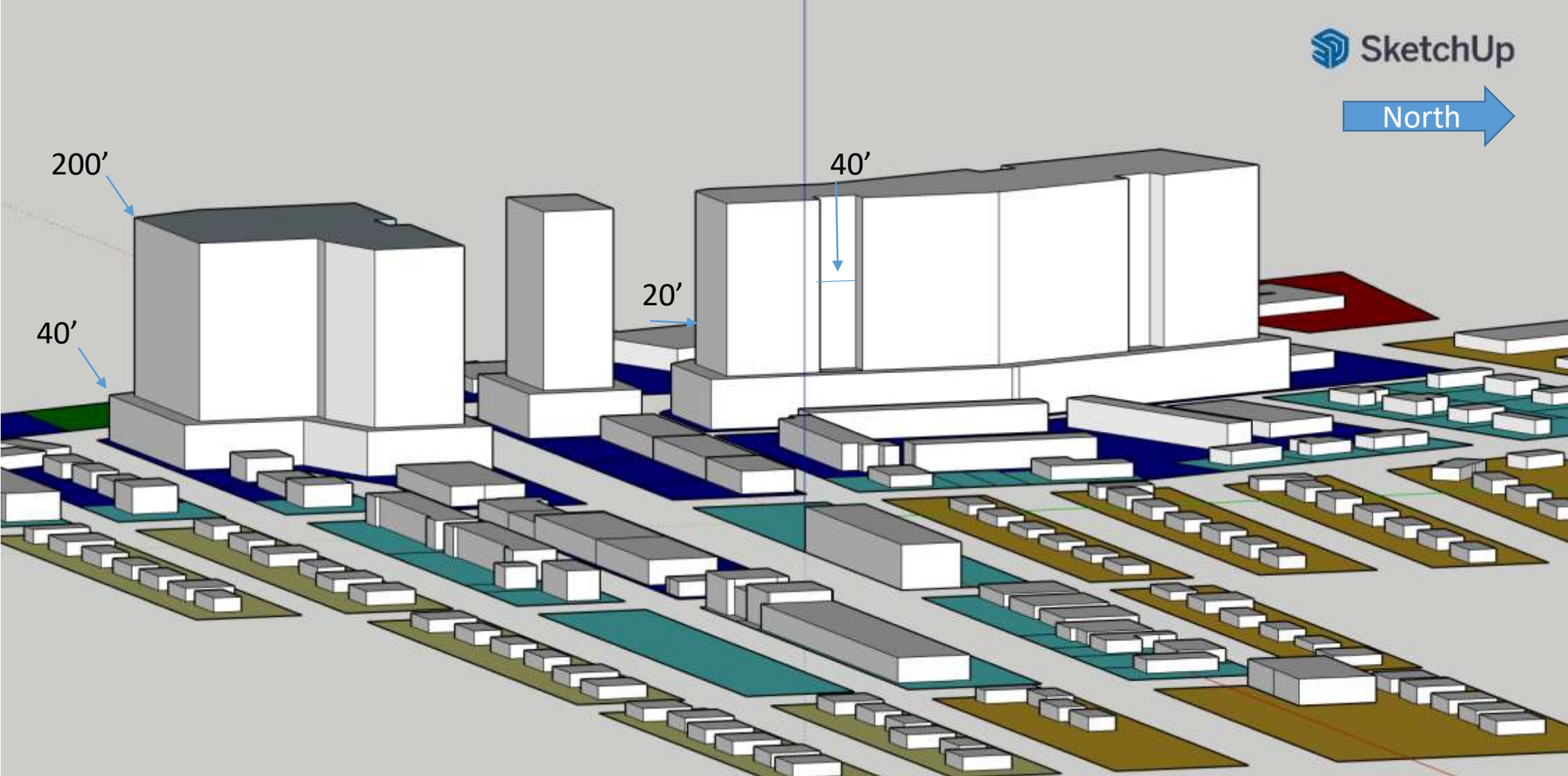
Renderings – 80' Height



Renderings – 120' Height



RENDERINGS – 200' Height (Max)





North and east views

Item 5.



View from 10th Street



IF NOT 16 STORIES, WHAT HEIGHT? EXAMPLES

Item 5.

Note: Additional architectural requirements should be considered to reduce massing at any height.

10 – 12 STORIES

Heights vary from 5 stories to 10 stories. Building length broken up by varied heights, numerous step backs. Building breaks create variety and break massing.



12 STORIES *(Proposed for Coral Gables, Fort Lauderdale)*



6 STORIES - EXAMPLES

Item 5.



**Top- Building articulation,
vertical orientation to break
up mass. Almost reads as
two separate buildings
Respect for height of
adjacent buildings.**



7-8 STORIES

Item 5.



Tower Separation



TRAFFIC

	PROJECT #1	PROJECT #2	TOTAL IMPACTS combined projects
Project average daily trips (ADT)	3,781 gross trips 3,027 net trips	3,292 trip 2,625 net trips	5,652 net trips
Commercial ADT Concurrency	434 trips	355 trips	789
Residential ADT	2,593 trips	2,270 trips	4,863 (86% of all trips)

*Additional traffic-related
information to be provided at the
workshop*

COMBINED TRAFFIC IMPACTS - TWO PROJECTS

	ADDED AVERAGE DAILY TRIPS
TOTAL NEW TRIPS GENERATED (ADT) TRIPS LEAVING THE SITES	5,652 net trips
ADDED TRIPS ON	
PARK AVE.	PARK AVE. East of 10th 985 ADT PARK AVE. West of 10th
10th STREET	10th, North of Park 10th, South of Park 719 ADT
OLD DIXIE	OLD DIXIE, North Bound OLD DIXIE, South Bound

More info will be provided at the workshop

TRAFFIC: INTERSECTION AT PARK AVE. AND 10TH ST.- COMPLICATED BY PROXIMITY OF RAILROAD TRACKS



INFRASTRUCTURE

Water and Sewer Capacity and Lift Station Needs

The prior Comprehensive Plan amendments (as adopted) always intended for additional capacity infrastructure for larger projects.

- The 2 mixed-use projects, as proposed, would develop at increased densities (proposing 203 and 233 units per acre, respectively). They also propose nonresidential uses totaling 16,380 and 16,309 S.F.
- The development of the projects at these densities for the residential (and not taking into consideration the non-residential uses) requires a new wastewater lift station to serve them.
- Neither property owner's plans show a lift station being placed on their property (this was intended as a condition of approval to address at permitting).
- Generally, a developer whose project generates the need for a lift station is responsible for the siting of that lift station on its project, or finding a suitable location acceptable by the Town's governing body (as was done for the Nautilus project along the US-1 corridor).
- The development of these projects, proposing more than 200 units per acre (each), attempts to maximize the intensity provisions in the land development regulations by incorporating densities that fit within those maximized (16-story) building envelopes.
- The development of the 2 projects **without** a lift station would require the following according to Seacoast: "With the replacement of a section of an 18-inch gravity sewer main along West Jasmine, north of Palmetto with a 24-inch pipe, and assuming that a the project approved at the Twin City Mall site does not absorb existing gravity sewer capacity first, the Seacoast System could absorb the following without the construction of a new PADD lift station: Residences at Park and 10th – 150 ERC and Kelsey on the Park 70 ERC. In other words the present capacity in the PADD. Similar to the US-1 redevelopment area, it was intended for the downtown redevelopment area to work through these infrastructure needs, as needed.
- One of the developers who require this new lift station have proposed that it be located on public properties: (1) Town Hall (2) CRA Parking Lot (3) Fire Station. This would require review and approval by the Commission.

CONCLUSION

The original intent of the Comprehensive Plan Amendments for the downtown land use and the Park Avenue Downtown District zoning district were to provide as much flexibility as possible in order to promote redevelopment in the downtown. Two sub-districts were created for this purpose, and for the purpose of creating consistency and compatibility with neighboring areas. The resultant policy that was adopted created a 4-story sub-district (known as the OUTER), closer to single-family residential, and a more intense sub-district (known as the CORE), closer to 10th Street (but still with 400 feet +/-) to single-family areas. This CORE sub-district was developed to allow for a maximum of 12 stories, plus up to 4 stories of parking exemption, for a potential maximum of 16 stories. Architectural guidelines were also adopted to allow for additional buffering and step backs, and ground floor amenities that would aim to create an acceptable pedestrian scale. While actual density numbers within these 'maximum' building envelopes could not be provided at the time, since these are contingent on several design variables, a provision in the Comprehensive Plan providing for special approval by the Town Commission for densities above 48 units per acre was also adopted as a policy. The original intent was also to provide for redevelopment throughout the entire PADD and not (necessarily), only within the two proposed project areas thereby inhibiting additional future growth in the downtown (unless the 48 units per acre is revisited, or the district boundaries are expanded). In addition, while the CP Policy 12.1 calls for "development or redevelopment of compact residential and non-residential or mixed use buildings to complement the existing buildings", it must also be recognized that the initial buildings in redevelopment will likely not complement existing buildings, particularly those that are old, outdated strip centers. With larger projects, additional special requests and infrastructure needs are required.

With the information presented, the Commission will likely discuss its policy perspectives as it relates to what is currently offered in the Comprehensive Plan and Land Development regulations, and whether this meets the intended redevelopment vision for the downtown, or if modifications or other considerations are needed.

SUMMARY OF POLICY CONSIDERATIONS FOR THE TOWN COMMISSION

Are the proposed developments consistent with:

a. OBJECTIVE 12 of the Comprehensive Plan?

If the two proposed projects are constructed as proposed, would these building facilitate the future redevelopment of the historical Park Avenue Downtown and be compatible with the surrounding neighborhoods?

b. Policy 2.1?

Would 16-story, predominantly residential structures at densities greater than 200 units per acre provide the redevelopment of compact residential and non-residential or mixed-use buildings that compliment the existing buildings?

c. Policy 2.2

The density sought would increase the residential densities in the downtown from a base of 48 units per acre to more than 200 units per acre. It is within the Commission's sole discretion to permit density for the proposed projects. Does the Commission believe an increase in density by more than four times the base density is consistent and compatible with its vision for the redevelopment of the downtown?

d. Policy 12.3

Would buffering and step backs for the 16-story buildings at the height and massing proposed mitigate the impact of the buildings on the adjacent single-family residential neighborhoods.

Given the height and massing of the proposed buildings, would the proposed buildings comply with the purpose and intent of the PADD “to facilitate development of small-scale traditional downtown commercial areas” within the context or urban redevelopment opportunities, and is this the vision of the Commission?

Based upon the density and massing proposed, would the buildings ‘address’ Park Avenue and 10th Street as it relates to creating a pedestrian-oriented environment.

e. Policy 12.6

...of the Comprehensive Plan and the PADD LDRs suggest that densities and massing as proposed by the projects pursuant to the current code provisions, are necessary to support a future train station. There is no commitment to tri-rail at this time to locate any stations in Lake Park. The projects would be serviced by the Mangonia train station. If the density and massing proposed is necessary for a future train station and is consistent with the Commission’s vision, the Commission would need to be comfortable pursuing the train station and with additional projects at increased densities.

NEXT STEPS

Staff and the Town Attorney will review and discuss (internally) the feedback received at this workshop (based on the information provided) and, based on this feedback, bring back an agenda item to the Town Commission with recommendations at a future Commission meeting in November 2024.

THANK YOU

- Q & A
- OPEN DISCUSSION

CONTACT INFORMATION

Thomas J. Baird, Town Attorney – tbaird@jonesfoster.com

Nadia Di Tommaso, Community Development Director – nditommaso@lakeparkflorida.gov

Karen Golonka, Planner – kgolonka@lakeparkflorida.gov

Anders Viane, Planner – aviane@lakeparkflorida.gov



Town of Lake Park
PUBLIC COMMENT CARD

Item 5.

CIVILITY AND DECORUM

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Meeting Date 10/19 ✓

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

Name: Karen Sjöholm
Address: 815 Magnolia Dr. L.P.

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

I would like to make comments on the following Agenda Item:
proposed apts & condos - traffic concerns

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

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



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Meeting Date 12/19/24

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

Name: Glen Spirakis
Address: 918 Park Ave Lake Park

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

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

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

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Meeting Date 10/19

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Name: Sue LaFontaine
Address: 545 Evergreen Dr

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

I would like to make comments on the following Agenda Item:
the story with the park complex &
"historic small scale traditional downtown"

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

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Name: Camille Swanson
Address: 105 Lake Shore Dr.

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

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

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

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Meeting Date 10/19/24

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

Name: ZACHARIAM CESARI
Address: 914 PARK AVE

If you are interested in receiving Town information through Email, please provide your E-mail address: ~~None~~ MAIN@THEAVELLIVE.COM

I would like to make comments on the following Agenda Item:
DOWN TOWN DISTRICT NEW RESIDENTS BENEFIT BIZ

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

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Meeting Date 10/19/25

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

Name: Brady Drew
Address: 538 Sabal Palm Dr

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

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

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

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Meeting Date 10/19/24

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

Name: Betsy Cohen
Address: PBB

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

I would like to make comments on the following Agenda Item:
10th Park development

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

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Meeting Date 10/19/24

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

Name: Amy Angelo
Address: 1301 10th St. Lake Park

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

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

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

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Meeting Date Oct 19th

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

Name: Terence Davis
Address: Lake Park, FL

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

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

yes

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

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



Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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

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

Meeting Date 10/19

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

Name: SAM BAUER
Address: 105 LAKE SHORE DRIVE

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

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

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

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



Town of Lake Park
PUBLIC COMMENT CARD

Item 5.

CIVILITY AND DECORUM

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Meeting Date 10/19/24

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

Name: Bryan Kelley
Address: 2581 Metrocentre Blvd, WPB

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

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

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

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

Ideal Operational Sites

Forest Development Properties

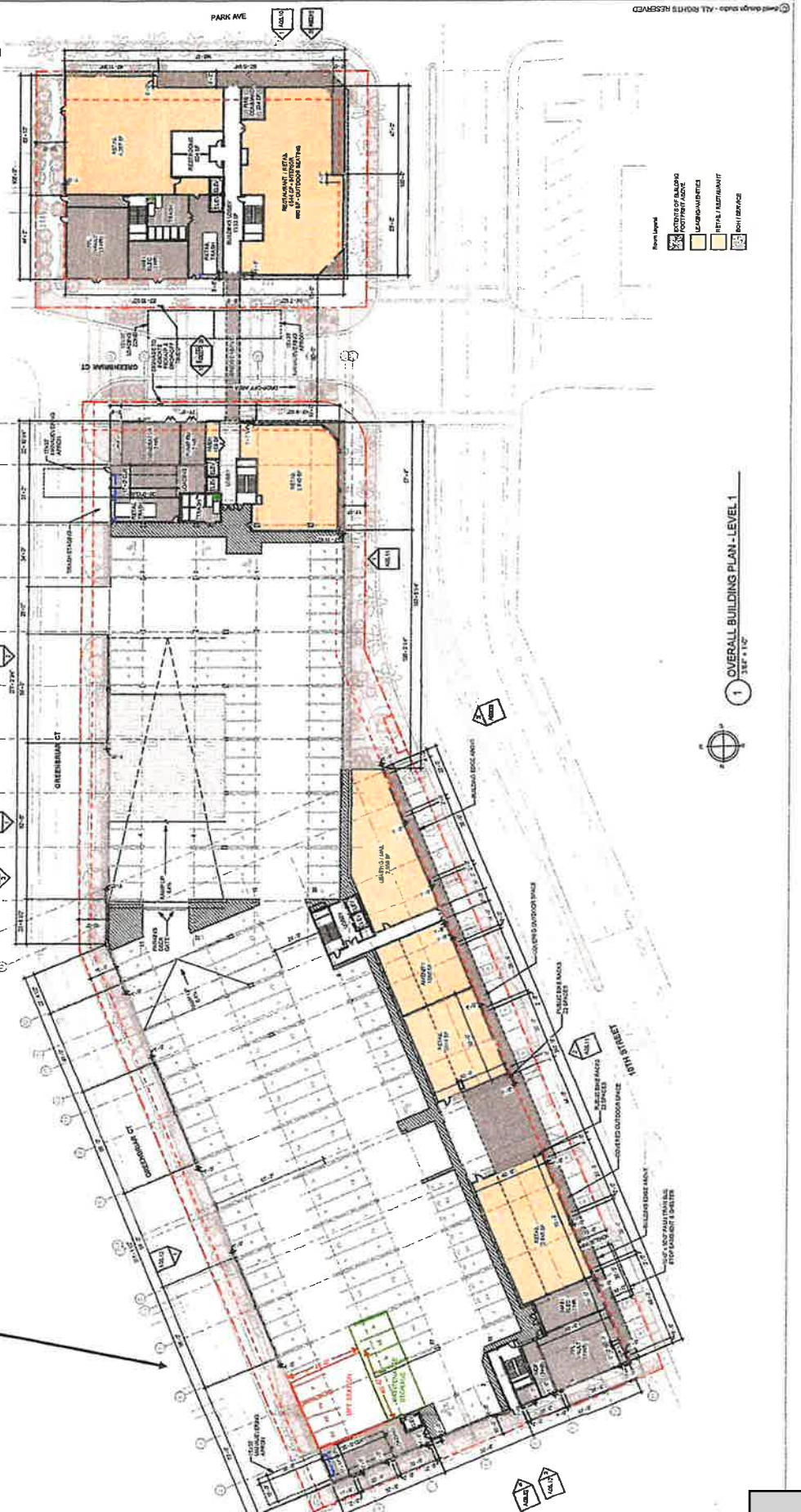


Image courtesy of Aerial Mapper Technologies. All data copyright 2008.

Proposed Lift Station Location in RED
2024 03-25

LEVEL	PANEL COUNTY DATA			PANEL COUNTY TYPE
	AREA	PERCENT	QUANTITY	
1. FLOOR	18.47	12.7%	30	1. FLOOR - STANDARD
2. FLOOR	18.47	12.7%	9	2. FLOOR - STANDARD
3. FLOOR	13.17	9.2%	3	3. FLOOR - STANDARD
4. FLOOR	8.12	5.7%	2	4. FLOOR - STANDARD
5. FLOOR	8.12	5.7%	2	5. FLOOR - STANDARD
6. FLOOR	8.12	5.7%	2	6. FLOOR - STANDARD
7. FLOOR	8.12	5.7%	2	7. FLOOR - STANDARD
8. FLOOR	8.12	5.7%	2	8. FLOOR - STANDARD
9. FLOOR	8.12	5.7%	2	9. FLOOR - STANDARD
10. FLOOR	8.12	5.7%	2	10. FLOOR - STANDARD
11. FLOOR	8.12	5.7%	2	11. FLOOR - STANDARD
12. FLOOR	8.12	5.7%	2	12. FLOOR - STANDARD
13. FLOOR	8.12	5.7%	2	13. FLOOR - STANDARD
14. FLOOR	8.12	5.7%	2	14. FLOOR - STANDARD
15. FLOOR	8.12	5.7%	2	15. FLOOR - STANDARD
16. FLOOR	8.12	5.7%	2	16. FLOOR - STANDARD
17. FLOOR	8.12	5.7%	2	17. FLOOR - STANDARD
18. FLOOR	8.12	5.7%	2	18. FLOOR - STANDARD
19. FLOOR	8.12	5.7%	2	19. FLOOR - STANDARD
20. FLOOR	8.12	5.7%	2	20. FLOOR - STANDARD
21. FLOOR	8.12	5.7%	2	21. FLOOR - STANDARD
22. FLOOR	8.12	5.7%	2	22. FLOOR - STANDARD
23. FLOOR	8.12	5.7%	2	23. FLOOR - STANDARD
24. FLOOR	8.12	5.7%	2	24. FLOOR - STANDARD
25. FLOOR	8.12	5.7%	2	25. FLOOR - STANDARD
26. FLOOR	8.12	5.7%	2	26. FLOOR - STANDARD
27. FLOOR	8.12	5.7%	2	27. FLOOR - STANDARD
28. FLOOR	8.12	5.7%	2	28. FLOOR - STANDARD
29. FLOOR	8.12	5.7%	2	29. FLOOR - STANDARD
30. FLOOR	8.12	5.7%	2	30. FLOOR - STANDARD
31. FLOOR	8.12	5.7%	2	31. FLOOR - STANDARD
32. FLOOR	8.12	5.7%	2	32. FLOOR - STANDARD
33. FLOOR	8.12	5.7%	2	33. FLOOR - STANDARD
34. FLOOR	8.12	5.7%	2	34. FLOOR - STANDARD
35. FLOOR	8.12	5.7%	2	35. FLOOR - STANDARD
36. FLOOR	8.12	5.7%	2	36. FLOOR - STANDARD
37. FLOOR	8.12	5.7%	2	37. FLOOR - STANDARD
38. FLOOR	8.12	5.7%	2	38. FLOOR - STANDARD
39. FLOOR	8.12	5.7%	2	39. FLOOR - STANDARD
40. FLOOR	8.12	5.7%	2	40. FLOOR - STANDARD
41. FLOOR	8.12	5.7%	2	41. FLOOR - STANDARD
42. FLOOR	8.12	5.7%	2	42. FLOOR - STANDARD
43. FLOOR	8.12	5.7%	2	43. FLOOR - STANDARD
44. FLOOR	8.12	5.7%	2	44. FLOOR - STANDARD
45. FLOOR	8.12	5.7%	2	45. FLOOR - STANDARD
46. FLOOR	8.12	5.7%	2	46. FLOOR - STANDARD
47. FLOOR	8.12	5.7%	2	47. FLOOR - STANDARD
48. FLOOR	8.12	5.7%	2	48. FLOOR - STANDARD
49. FLOOR	8.12	5.7%	2	49. FLOOR - STANDARD
50. FLOOR	8.12	5.7%	2	50. FLOOR - STANDARD

BLDG/PT	FLOOR	FLOOR AREA	TOTAL AREA	PERCENT OF TOTAL FLOOR AREA	TOTAL PERCENT	COMMENTS
1	1	18.47	36.94	12.7%	12.7%	STANDARD FLOOR
1	2	18.47	36.94	12.7%	25.4%	STANDARD FLOOR
1	3	13.17	36.94	9.2%	34.6%	STANDARD FLOOR
1	4	8.12	36.94	5.7%	40.3%	STANDARD FLOOR
1	5	8.12	36.94	5.7%	46.0%	STANDARD FLOOR
1	6	8.12	36.94	5.7%	51.7%	STANDARD FLOOR
1	7	8.12	36.94	5.7%	57.4%	STANDARD FLOOR
1	8	8.12	36.94	5.7%	63.1%	STANDARD FLOOR
1	9	8.12	36.94	5.7%	68.8%	STANDARD FLOOR
1	10	8.12	36.94	5.7%	74.5%	STANDARD FLOOR
1	11	8.12	36.94	5.7%	80.2%	STANDARD FLOOR
1	12	8.12	36.94	5.7%	85.9%	STANDARD FLOOR
1	13	8.12	36.94	5.7%	91.6%	STANDARD FLOOR
1	14	8.12	36.94	5.7%	97.3%	STANDARD FLOOR
1	15	8.12	36.94	5.7%	103.0%	STANDARD FLOOR
1	16	8.12	36.94	5.7%	108.7%	STANDARD FLOOR
1	17	8.12	36.94	5.7%	114.4%	STANDARD FLOOR
1	18	8.12	36.94	5.7%	120.1%	STANDARD FLOOR
1	19	8.12	36.94	5.7%	125.8%	STANDARD FLOOR
1	20	8.12	36.94	5.7%	131.5%	STANDARD FLOOR
1	21	8.12	36.94	5.7%	137.2%	STANDARD FLOOR
1	22	8.12	36.94	5.7%	142.9%	STANDARD FLOOR
1	23	8.12	36.94	5.7%	148.6%	STANDARD FLOOR
1	24	8.12	36.94	5.7%	154.3%	STANDARD FLOOR
1	25	8.12	36.94	5.7%	160.0%	STANDARD FLOOR
1	26	8.12	36.94	5.7%	165.7%	STANDARD FLOOR
1	27	8.12	36.94	5.7%	171.4%	STANDARD FLOOR
1	28	8.12	36.94	5.7%	177.1%	STANDARD FLOOR
1	29	8.12	36.94	5.7%	182.8%	STANDARD FLOOR
1	30	8.12	36.94	5.7%	188.5%	STANDARD FLOOR
1	31	8.12	36.94	5.7%	194.2%	STANDARD FLOOR
1	32	8.12	36.94	5.7%	199.9%	STANDARD FLOOR
1	33	8.12	36.94	5.7%	205.6%	STANDARD FLOOR
1	34	8.12	36.94	5.7%	211.3%	STANDARD FLOOR
1	35	8.12	36.94	5.7%	217.0%	STANDARD FLOOR
1	36	8.12	36.94	5.7%	222.7%	STANDARD FLOOR
1	37	8.12	36.94	5.7%	228.4%	STANDARD FLOOR
1	38	8.12	36.94	5.7%	234.1%	STANDARD FLOOR
1	39	8.12	36.94	5.7%	239.8%	STANDARD FLOOR
1	40	8.12	36.94	5.7%	245.5%	STANDARD FLOOR
1	41	8.12	36.94	5.7%	251.2%	STANDARD FLOOR
1	42	8.12	36.94	5.7%	256.9%	STANDARD FLOOR
1	43	8.12	36.94	5.7%	262.6%	STANDARD FLOOR
1	44	8.12	36.94	5.7%	268.3%	STANDARD FLOOR
1	45	8.12	36.94	5.7%	274.0%	STANDARD FLOOR
1	46	8.12	36.94	5.7%	279.7%	STANDARD FLOOR
1	47	8.12	36.94	5.7%	285.4%	STANDARD FLOOR
1	48	8.12	36.94	5.7%	291.1%	STANDARD FLOOR
1	49	8.12	36.94	5.7%	296.8%	STANDARD FLOOR
1	50	8.12	36.94	5.7%	302.5%	STANDARD FLOOR



1 OVERALL BUILDING PLAN - LEVEL 1
 386' x 112'



Brewhouse Gallery

CRA Parking Lot

Opt A

40 ft

Opt B

40 ft

Date: 9/6/2024
Time: 12:54 PM
Scale: 1:564

Miles

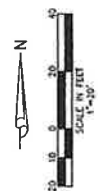
0 0.01 0.02

Item 5.

Palm Beach County

Dr

114



3/8/2024
RESIDENCES AT
10TH PARK

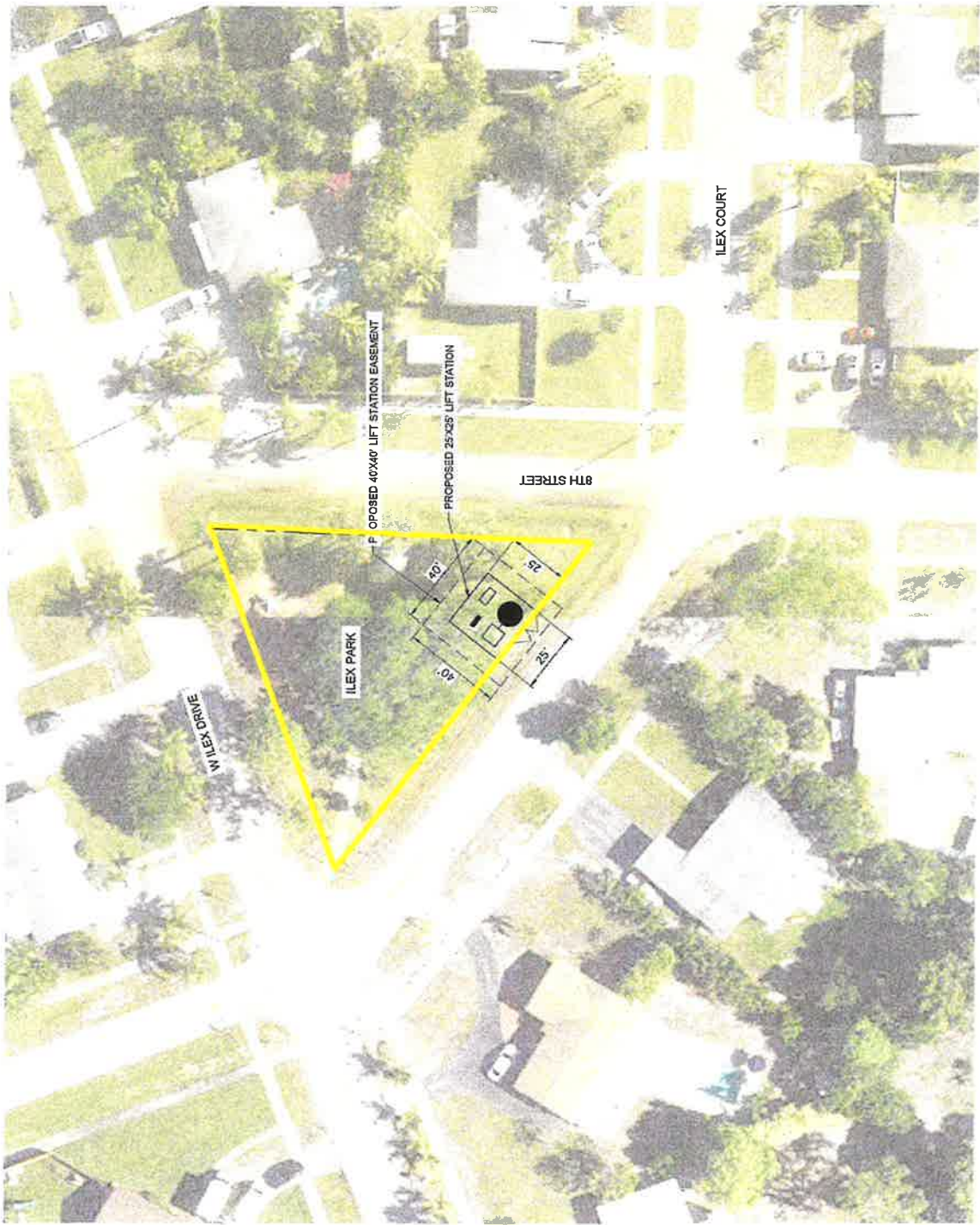
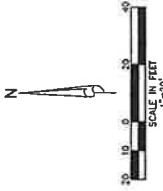
SIMMONS & WHITE
INCORPORATED IN FLORIDA
 1515 W. UNIVERSITY BLVD., SUITE 100, GAITHERSBURG, MD 20878

10TH & PARK RANGE A3E.
 SECTION 20, TOWNSHIP 43S, RANGE 43E,
 TOWN OF LAKE PARK, FLORIDA
**LIFT STATION AT 10TH ST. AND
 EVERGREEN DR. EXHIBIT**

NO.	DATE	BY	REVISIONS

03-08-2024

Item 5.



RESIDENCES AT
10TH PARK

2/28/2024
SECTION 20, TOWNSHIP 42S, RANGE 43E,
TOWN OF LAKE PARK, FLORIDA
LIFT STATION AT ILEX PARK



DATE APPROVED
DATE
DRAWN BY
CHECKED BY
DESIGNED BY
PROJECT NO.
2115202

PROVISIONS

Item 5.

2024-02-28

THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING CONTROL NUMBER: 116



4/5/2024



SECTION 20&21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
LAKE PARK LIFT STATION EXHIBIT

Adjacent to Town Hall Option

REVISIONS	DATE	APPROVED	CHECKED	DRAWN	BY	DATE	JOB NO.	DRAWING NO.	SHEET
							22-155	22155204	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 06, 2024

Agenda Item No.

Agenda Title: Execution of an Agreement with Hinterland Group, Inc. for the Provision of Cured In-Place Pipe Lining Construction Services for Stormwater Infrastructure Improvements.

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

Approved by Assistant 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: 2024.10.30 14:06:28 -04'00'

John Wille – Capital Projects Manager
 Name / Title

<p>Originating Department: Department of Public Works</p>	<p>Costs: \$ \$235,080.00 Funding Source: MT130 Grant Mitigation Grant Funds Acct. #402-538-402-46080 <input type="checkbox"/> Finance <u>Jeff DaSilva</u> <small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department email=jdasilva@lakeparkflorida.gov, c=US Date: 2024.10.30 10:37:12 -04'00'</small></p>	<p>Attachments:</p> <ol style="list-style-type: none"> 1) Resolution For execution of an agreement with Hinterland Group, Inc. 2) Agreement Document Agreement Document Between to of LP and Hinterland Group, Inc. Attachments are available for review at the Office of the Town Clerk 3) Bid Proposal Copy of bid proposal submittal
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case ____ Please initial one.</p>

Summary Explanation/Background:

The Town of Lake Park was awarded a storm-water mitigation grant through Florida Commerce (previously referred to as Florida Department of Economic Opportunity (DEO)) in the amount of \$11,434,755.00.

The Town previously determined that its storm-water infrastructure is aging and there is a need to implement drainage system improvements at various Town locations (the Project); one method of addressing the infrastructure needs is through Cured In-Place storm-water pipe lining, which is included in the Towns mitigation grant scope of work.

On August 25, 2024, Town staff advertised and solicited bids from vendors with expertise, experience and interest in providing cured in-place storm-water pipe lining services to the Town of Lake Park via an Invitation to Bid (ITB) No. 110-2024; and

The Town received 10 bid responses and after evaluation and analysis a determination was made that Hinterland Group, Inc. represented itself to be a qualified, able, and willing to satisfactorily provide the work requirements and services solicited in the ITB; and

The Contractor's response to the ITB and price of \$ 235,080.00 was determined to be responsive and responsible to all requirements included in the ITB.

Upon approval and execution of this construction services agreement the Town will be ready to move forward with pipe lining work at various town location as part of the Southern Outfall Initiatives Infrastructure Improvements project.

Recommended Motion: I move to authorize the Town Mayor to accept and execute this agreement with Hinterland Group, Inc. for the pipe lining construction work associated with the Southern Outfall Initiatives Infrastructure Improvements Project.

RESOLUTION NO. 88-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC. FOR THE PROVISION OF CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR STORMWATER INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town previously determined that its stormwater infrastructure lacks capacity and there is a need to implement drainage system improvements through cured in-place pipe lining construction at various locations throughout the southern half of the town (the Project); and

WHEREAS, on February 8, 2022, the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on August 25, 2024, Town staff advertised and solicited bids from vendors with expertise, experience and interest in providing cured in-place storm-water pipe lining services to the Town of Lake Park via an Invitation to Bid (ITB) No. 110-2024; and

WHEREAS, the Town received 10 bid responses and after evaluation and analysis a determination was made that Hinterland Group, Inc. represented itself to be a qualified, able, and willing to satisfactorily provide the work requirements and services solicited in the ITB; and

WHEREAS, the Contractor's bid response in the amount of \$235,080.00 (\$84,105.00 base bid amount + \$150,975.00 alternate #1 bid amount), was determined to be responsive and responsible to all requirements included in the ITB; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the mayor to execute an agreement with Hinterland Group, Inc. to provide Construction Contracting Services for Cured In-Place Pipe Lining stormwater infrastructure work, a copy of which is attached hereto and incorporated herein.

Section 3. This resolution shall be effective upon its execution.

**AGREEMENT
FOR THE PROVISION OF
CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR A
STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT**

THIS AGREEMENT FOR THE PROVISION OF CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT (AGREEMENT) is made and entered into this 06 day of November, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and Hinterland Group, Inc. having an address of 2051 W. Blue Heron Boulevard, Riviera Beach, Florida 33404 (“Contractor”).

WITNESSETH THAT:

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

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

WHEREAS, the Town previously determined that its storm-water infrastructure is aging and there is a need to implement drainage system improvements at various Town locations (the Project); and

WHEREAS, on February 8, 2022, Florida Governor Ron DeSantis announced that the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on August 25, 2024, Town staff advertised and solicited bids from vendors with expertise, experience and interest in providing cured in-place storm-water pipe lining services to the Town of Lake Park via an Invitation to Bid (ITB) No. 110-2024; and

WHEREAS, the Town received 10 bid responses and after evaluation and analysis a determination was made that Hinterland Group, Inc. represented itself to be a qualified, able, and willing to satisfactorily provide the work requirements and services solicited in the ITB; and

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

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with this Contractor, for the Cured In-Place Pipe Lining Construction Services 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 OF SERVICES

This term of the Agreement shall begin as of the date of the execution of this agreement, plus the contractors securing of all required permits and the issuance to the contractor a Notice to Proceed for the storm-water improvements.

The cost for the Cured In-Place Pipe Lining (CIPP) project work shall be as follows:

Bid Pricing Amount:	Base Bid Amount:	\$ 84,105.00
	Alternate #1 Amount:	\$ 150,975.00
	Total Contract Amount:	\$ 235,080.00

See Exhibit A – Bid Pricing Sheet

3. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the construction work and services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

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 Agreement, including any rights, title, or interest therein, or its power to perform the Services of this Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

7. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an 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 AND INSURANCE

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

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of

its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

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

The selected Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- 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 195 calendar days from notice to proceed to substantial completion, plus 45 days from substantial completion to final completion, for a total contract time of 240 calendar days.

(195 calendar days to Substantial Completion, plus 45 calendars to Final Completion equals 240 days total Completion time)

10. LIQUIDATED DAMAGES

The provisions of the agreement as to liquidated damages in the event of failure to complete the work on time are as follows: Liquidated damages shall be One-Hundred Fifty Dollars (\$100.00) for each calendar day beyond the substantial completion time stipulated.

11. CONSTRUCTION BOND

CONTRACTOR shall file with the TOWN a Public Construction Bond 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 TOWN.

The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the TOWN 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.

12. MODIFICATION OF AGREEMENT

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

13. TERMINATION FOR CONVENIENCE

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

14. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement before the expiration of the Term provided it gives a 90-day 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.

15. ACCESS AND AUDIT OF RECORDS

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

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

16. OFFICE OF THE INSPECTOR GENERAL

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

17. BINDING EFFECT

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

18. SEVERABILITY

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

19. GOVERNING LAW AND VENUE

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

20. ATTORNEY'S FEES

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

21. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

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

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

22. NO DISCRIMINATION CLAUSE

“The contractor will 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 will 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 employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.”

23. MINIMUM WAGE REQUIREMENTS

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

Contractor, and associated subcontractors, will be required to provide weekly Certified Payrolls with a signed statement of compliance in the proper format and on the proper forms.

The Wage Decision that applies to this project as of the date of agreement signing is:

General Decision Number: **FL20220130 09/30/2022**
 Superseded General Decision Number FL20210130
 State: **Florida**
 Construction Type: **Heavy**
 County: **Palm Beach County in Florida**

24. JOBSITE POSTING REQUIREMENTS

As required covered by the standards of The Davis Bacon and related Acts, the Contractor shall be required to post wage compliant notification posters at the site of the work in a prominent and accessible place where it may be easily seen by employees.

Poster include, but are not limited to: WH-1312 Poster; / a copy of the applicable Wage Decision; / Workers Rights Poster / Contractors Contact information.

25. CODE OF FEDERAL REGULATIONS

Contractor shall adhere and comply with the 29 CFR 5.5 (see Agreement Attachment 3)
 Title 29 – Labor Subtitle A – Office of the Secretary of Labor
 Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally
 Financed and Assisted Construction.
 5.5 – Contract Provisions and related matters.

26. PUBLIC RECORDS

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

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

23. ATTACHMENTS TO CONTRACT AGREEMENT

The below listed attachments are considered to be documents included as part of this contact agreement:

Bid Solicitation Documents:

- Attachment 1: Project Advertisement
- Attachment 2: Invitation to Bid (ITB) No. 110-2024
Cured In-Place Pipe Lining of Existing Stormwater Infrastructure
- Attachment 3: Exhibit A: Bid Pricing Sheet
- Attachment 4: Exhibit B: CIPP Scope of Work
- Attachment 5: Exhibit C: Federal Procurement Requirements
- Attachment 6: Exhibit D: HUD 4010 Federal Labor Standards Provisions
- Attachment 7: Exhibit E: Application Davis Bacon Wage Decision
- Attachment 8: Exhibit F: Anti-Kickback Affidavit

Contractor Bid Submittal:

- Attachment 9: Hinterland Group, Inc. Bid Response Proposal to ITB No. 110-2024 as submitted on Friday, December 01, 2023 at 2:00 pm.

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: _____
Roger D. Michaud, 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 09 day of November 2024 by Roger Michaud, Mayor of the Town of Lake Park TOWN, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Contractor:

Hinterland Group, Inc.
2051 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

By: _____
Signature

Its: COO
Title

Chase Rogers
Written Name:



PROJECT No. ITB #110-2024
Bid NAME: Cured In-Place Pipe Lining (CIPP)

HG Job No. 24-0184-00

BID DUE - Thursday, September 26, 2024 @ 2:00 PM

SUBMITTED TO:

Town of Lake Park
Town Clerks office
535 Park Ave.
Lake Park, FL 33403
561-881-3311



SUBMITTED BY: Hinterland Group Inc.



2051 W Blue Heron Blvd
Riviera Beach, FL 33404
561-640-3503
Email: info@hinterlandgroup.com

BID PROPOSAL SUBMITTAL FORM

PROPOSER COMPANY NAME: Hinterland Group Inc.

ADDRESS: 2051 W Blue Heron Blvd.

Riviera Beach, FL 33404

PROJECT: CURED IN-PLACE PIPE LINING (CIPP): **ITB No. 110-2024**

DATE SUBMITTED: 09/26/2024

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

1. The undersigned Bidder agrees, if this Bid Proposal is accepted, to enter into an Agreement with OWNER to perform and furnish all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Proposal 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 Proposal shall remain open for ninety (90) Days after the day of Proposal opening.
3. In submitting this Bid Proposal, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of the Request for Proposals, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u>N/A</u>	<u>N/A</u>

- 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 PROPOSER deems necessary.
4. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum the Bidder provided on the EXHIBIT A – EVALUATION FORM
5. The following documents are attached to and made a condition of this Bid Proposal submittal **(NOTE: These forms are to be completed and return as part of the Bidders Submittal Package)**
 - a. **Proposal Submittal Form**
 - b. **Exhibit A – Bid Pricing Sheet**
 - c. **Exhibit B – Scope of Work --- with Bidder’s Acknowledgement Signature**
 - d. **Exhibit C – Federal Procurement Requirements -- Contract Provisions and Related Matters**
 - e. **Exhibit D – HUD 4010 Federal Labor Standards Provision**
 - f. **Exhibit E – Applicable Wage Determination**
 - g. **Exhibit F – Anti-Kickback Affidavit**
 - h. **Exhibit G – MBE WBE Efforts**

- 6. 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, transportation costs, tolls, field materials, overhead, profit and insurance.
- 7. BIDDER understands that the OWNER reserves the right to reject any or all Proposals 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.
- 8. 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.
- 9. Bid Proposals will be evaluated by the review team in accordance with assigned weighted valuations as indicted 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.

If BIDDER is:

AN INDIVIDUAL N/A

By (sign here): _____

(Print Individual's Name): _____

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

Hinterland Group Inc.

(Corporation Name)

Florida

(State of Incorporation)

By (sign here): _____ 

(Print Name of Person Authorized to Sign): Chase Rogers

Its: COO & Senior Estimator

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

Business address: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404



Phone No. 561-640-3503

A PARTNERSHIP N/A

(Partnership Name)

By (sign here): _____

(Print General Partner's Name): _____

Business address: _____

Phone No. _____

A LIMITED LIABILITY COMPANY N/A

(LLC Name)

By (Sign here): _____

(Print Name of Person Signing): _____

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

Business address: _____

Phone No. _____

A JOINT VENTURE N/A

(Joint Venture Name)

1) By (sign here): _____

(Print Name of Person Signing): _____

(Address)

Phone No. _____

2) 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).



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company. On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

Dated April 25, 2023



Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.



Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

EXHIBIT A
BID PRICING SHEET

Cured In-Place Pipe Lining
ITB # 110-2024

BASE BID PRICING:

Location	Description w/ Qty	Unit Price	Bid Amount
<u>8th Street Vicinity:</u>			
1. 220 8 th Street (Main Line #20)	39' of 15" HDPE – structure 12-12-044D to 12-044-01D	\$130.00	\$5,070.00
2. 220 8 th Street (Main Line #21)	32' of 15" HDPE – structure 12-044-01D to 12-044-02D01D	\$130.00	\$4,160.00
3. 220 8 th Street (Main Line #22)	36' of 15" HDPE – structure 12-044-02D to 12-044-03D01D	\$130.00	\$4,680.00
4. 219 8 th Street (Main Line #23)	79' of 15" HDPE – structure 12-044D to 12-045M01D	\$130.00	\$10,270.00
5. 745 to 804 Date Palm Drive (Main Line #45)	42' of 15" HDPE – structure 12-046D to 12-046-01D01D	\$130.00	\$5,460.00
<u>Bayberry Drive Vicinity:</u>			
6. 839 to 844 Bayberry Drive (Main Line #284)	40' of 15" HDPE – structure 12-020-02-11D to 12-020-02-11-01D	\$130.00	\$5,200.00
7. 721 Bayberry Drive (Main Line #16)	123' of 18" HDPE – structure 12-020-02-08-02D to 12-020-02-08-01D	\$140.00	\$17,220.00
8. 721 Bayberry Drive (Main Line #25)	40' of 18" HDPE – structure 12-020-02-08-02D to 12-020-02-08-03D	\$140.00	\$5,600.00
9. 210 7 TH St. to 704 Bayberry Dr. (Main Line #36)	27' of 15" HDPE – structure 12-020-02-05M to 12-020-02-05-01D	\$130.00	\$3,510.00
10. 311 7 th St. at Bert Bostrom (Main Line #81)	139' of 24" HDPE – structure 12-020-02-02D to 12-020-02-01D	\$165.00	\$22,935.00
TOTAL BASE BID AMOUNT (Items 1 thru 10)			\$84,105.00

BID ALTERNATE ONE (1):

Location	Description w/ Qty	Unit Price	Bid Amount
A. 6th Street & Bayberry Dr. (Main Line #79)	342' of 36" RCP – structure 12-020-02-02D to 12-020-03D	<u>\$225.00</u>	<u>\$76,950.00</u>
B. Street & Bayberry Dr. (Main Line #83)	329' of 36" RCP – structure 12-020-02-02D to 12-020-01D	<u>\$225.00</u>	<u>\$74,025.00</u>
TOTAL AMOUNT BID ALTERNATE NO. 1 (Items A thru B)			<u>\$150,975.00</u>

Submitted by:  Title: COO & Senior Estimator
Signature of Firm Representative Chase Rogers

Name of Firm: Hinterland Group Inc.

Firm Address: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

Date: 09/25/2024

E-mail Address: info@hinterlandgroup.com

Firm Telephone No.: 561-640-3503



EXHIBIT B

SCOPE OF WORK

This scope of work document outlines the construction services to be included in the Bidders unit pricing bid submittal.

The Projects:

The project locations are as described in Exhibit B - Scope of work.

The CIPP work is to be performed on existing in-place storm-drainage piping at the locations and lengths shown in the information below.

The bidders unit pricing shall be all-inclusive of the costs required to satisfactorily complete the CIPP work identified in this ITB.

The costs and work shall include, but not be limited to the below listed work items:

Work Items:

- Cost of Five Percent (5%) Bid Bond and Cost of Construction Performance and Payment Bonds
- Contractor Mobilization and Demobilization
- Maintenance of Traffic (MOT) both vehicular and pedestrian as required for this work.
(ie: MOT for land closures / road closures / traffic and or pedestrian detours, etc.)
- TV of line Pre-Construction and Post Construction (submit to the Town for review).
(Video should also include area surrounding catch basin to be accessed so there is a pre-construction account of the existing surrounding site conditions)
- Cleaning of existing storm-drain line before commencing with new CIPP lining work.
(Cleaning shall at a minimum consist of use of high-pressure water to loosen and remove any & all debris in the existing storm pipe. Contractor shall remove collected debris and dispose of properly.)
- Provide labor, materials, tools and equipment necessary and required to apply a Cured In-Place Pipe lining for the pipe size and length as indicated included scope of work pipe schematics.
- Town prefers the Hot Water column method or installation and curing in lieu of steam or UV installation processes.
- Contractor shall properly remove and dispose of any debris and or remaining materials resulting from their work.
- Contractor shall restore all areas to their pre-construction condition.

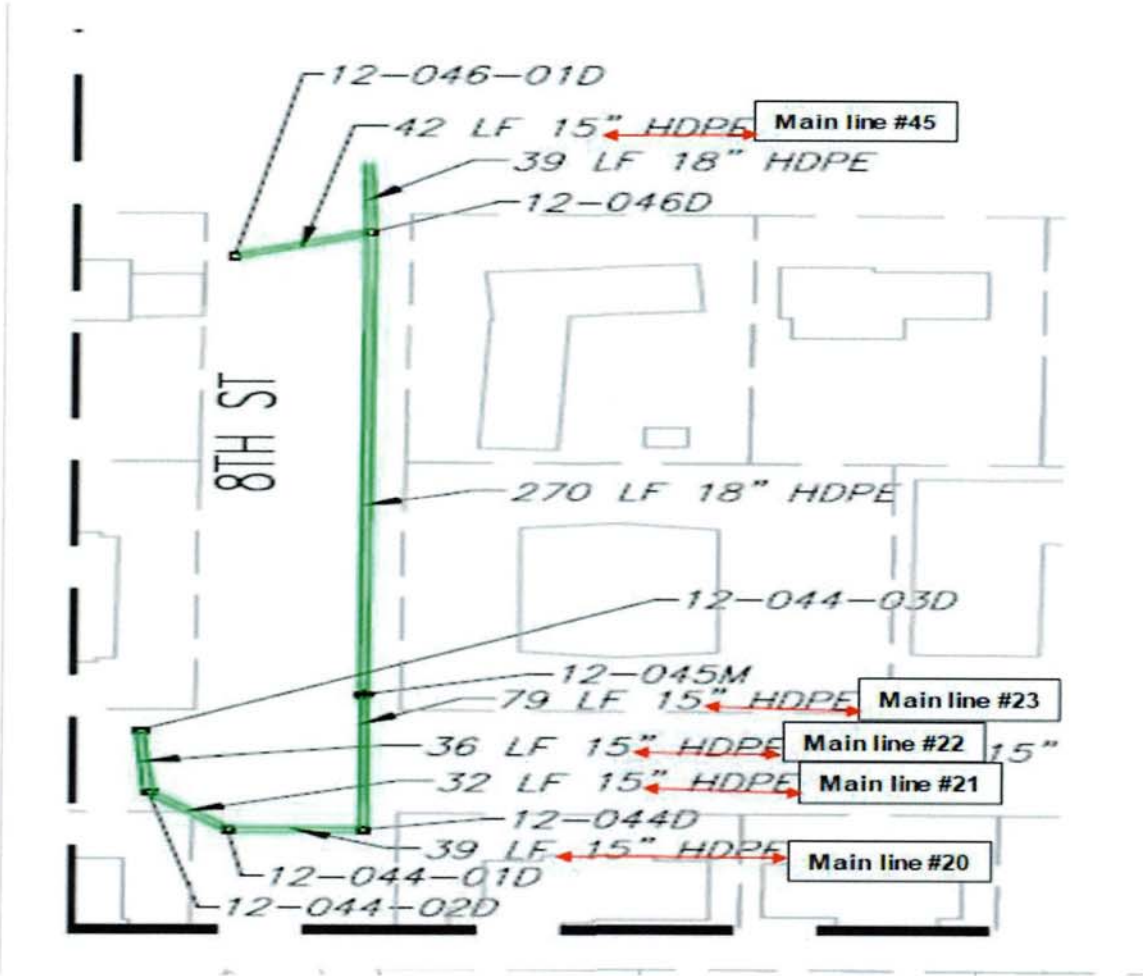
EXHIBIT B

SCOPE OF WORK *(Continued)*

SCHEMATIC LAYOUT OF PROPOSED PIPE LINING

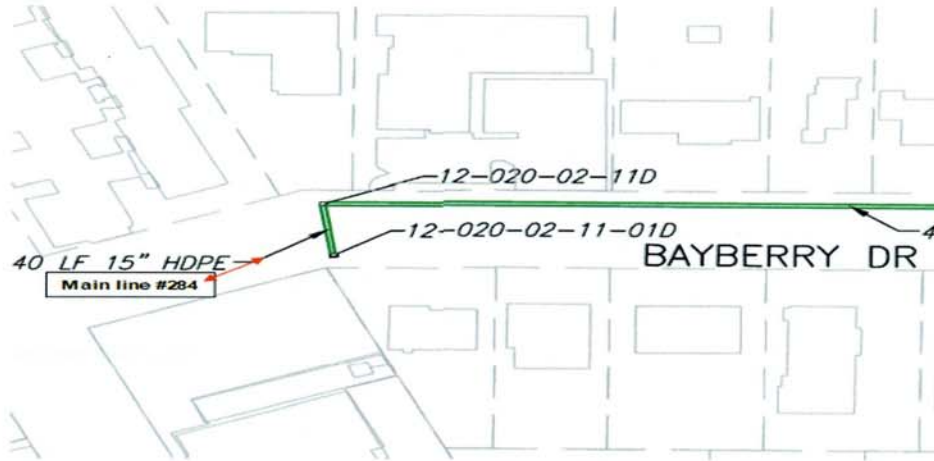
8th Street Vicinity:

220 8 th Street (Main Line #20)	39' of 15" HDPE – structure 12-12-044D to 12-044-01D
220 8 th Street (Main Line #21)	32' of 15" HDPE – structure 12-044-01D to 12-044-02D
220 8 th Street (Main Line #22)	36' of 15" HDPE – structure 12-044-02D to 12-044-03D
219 8 th Street (Main Line #23)	79' of 15" HDPE – structure 12-044D to 12-045M
745 to 804 Date Palm Drive (Main Line #45)	42' of 15" HDPE – structure 12-046D to 12-046-01D



Bayberry Drive Vicinity:

839 to 844 Bayberry Drive (Main Line #284) 40' of 15" HDPE – structure 12-020-02-11D to 12-020-02-11-01D

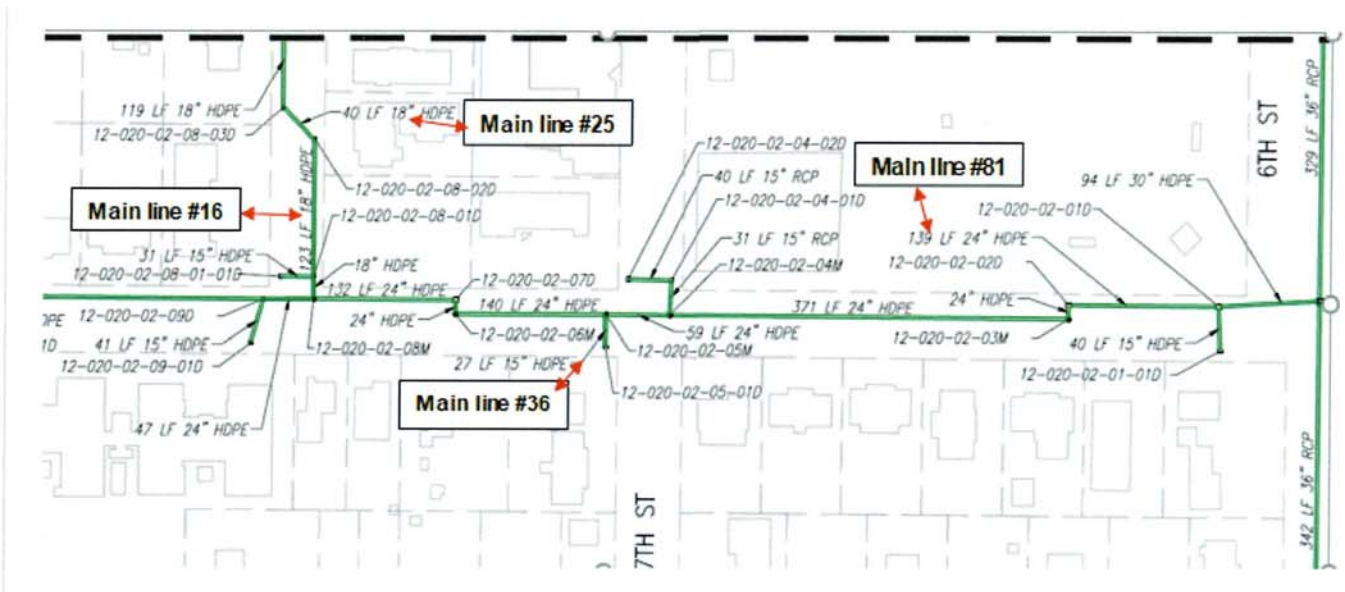


721 Bayberry Drive (Main Line #16) 123' of 18" HDPE – structure 12-020-02-08-02D to 12-020-02-08-01D

721 Bayberry Drive (Main Line #25) 40' of 18" HDPE – structure 12-020-02-08-02D to 12-020-02-08-03D

210 7TH St. to 704 Bayberry Dr. (Main Line #36) 27' of 15" HDPE – structure 12-020-02-05M to 12-020-02-05-01D

311 7th Street at Bert Bostrom (Main Line #81) 139' of 24" HDPE – structure 12-020-02-02D to 12-020-02-01D



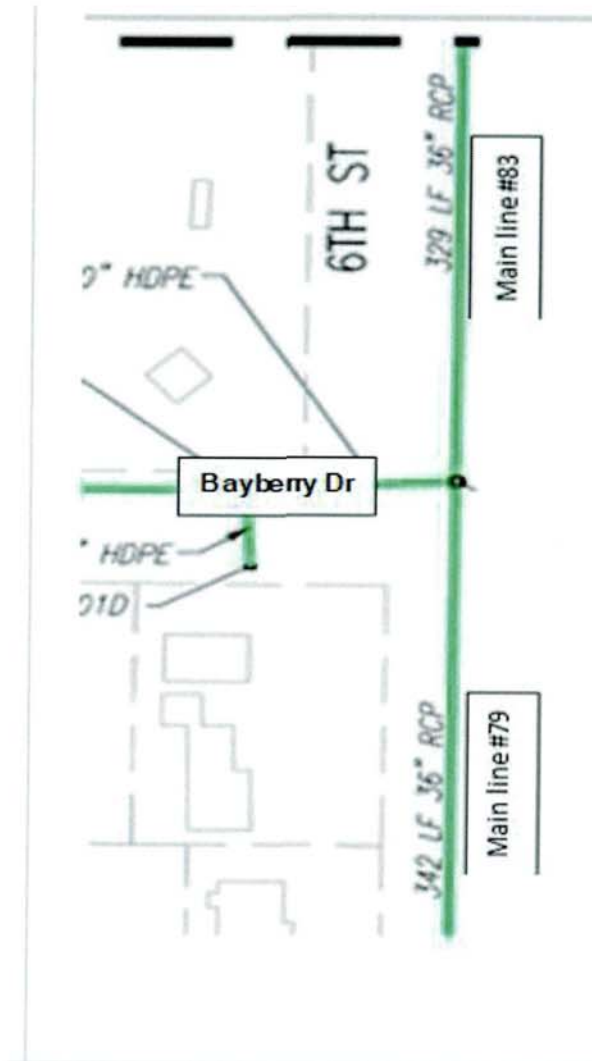
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ALTERNATE #1:

Bayberry Drive Vicinity:

6th Street & Bayberry Dr. (Main Line #79) 342' of 36" RCP – structure 12-020-02-02D to 12-020-03D

6th Street & Bayberry Dr. (Main Line #83) 329' of 36" RCP – structure 12-020-02-02D to 12-020-01D



Scope of Work Acknowledged by Proposer:

Signature

Chase Rogers, COO & Senior Estimator

Title



A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv. **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



EXHIBIT D

Applicable Wage Determination

"General Decision Number: FL20220130 09/30/2022

Superseded General Decision Number: FL20210130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0402-003 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.50	14.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

* SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33	3.60
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81

OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Chase Rogers
_____, who, after being by me first duly sworn, deposes and says:

(1) I am COO & Senior Estimator of Hinterland Group Inc., the offeror that has submitted a proposal to perform work for the following project:

Contract # 110-2024 Project name: Cured In-Place Pipe Lining (CIPP)

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Signature]
Signature Chase Rogers



Subscribed and sworn to (or affirmed) before me this 25 day of September 2024

by Chase Rogers, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL:

Notary Signature: [Signature]



Notary Name: Lori Guild
Notary Public-State of Florida



Public Works
Department

August 6, 2024

Attention:
Sunny Newman
Grant Manager – Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4120

**RE: Procurement of Cured In-Place Pipe Lining
Woman & Minority Participation Efforts**

Florida Commerce,

In an effort to comply with Federal Procurement Regulations associated with the Mitigation Grant Agreement, MT130, the Town will implement the solicitation efforts below.

These efforts will endure that minority owned business enterprises (MBE) and woman owned business enterprises (WBE) are included in the procurement solicitation process for the Cured In-Place Pipe Lining Project, which is a part of the Southern Outfall Initiatives Mitigation Grant project (MT130).

- 1) For the projects associated with the MT 130 Mitigation Grant, the Town will adopt and use the Vendor Director of businesses certified by the Palm Beach County Office of Equal Business Opportunity (OEBO). (See screen shot of OEBO Directory cover page). This OEBO directory includes a listing of local MBE, WBE and SBE businesses.
The Town will use the directories NIGP Service Code search feature to identify certified minority and women owned businesses that provide business services relevant to proposed infrastructure improvement projects.
- 2) Additionally, the Town will use and submit to the MIT 130 review team the “Prime Contractor Good Faith Efforts” form of SMWBE vendors that were contacted in the solicitation process. (See attached copy of form).

Respectfully,

John Wille
Grant Manager
Town of Lake Park

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

www.lakeparkflorida.gov



PALM BEACH COUNTY
*Discover the Palm Beaches...
 the Best of Everything*

Search...



Office of Equal Business Opportunity

Home About Us ▾ Programs ▾ Vendor Services ▾ OEBO Committees ▾ Documents

Vendor Directory

The Vendor Directory displays the information of all business currently certified by the Office of Equal Business Opportunity (OEBO).

[OEBO VENDOR DIRECTORY](#)

The **Directory** displays all businesses currently certified by the Office of Equal Business Opportunity (OEBO).

There are several ways to locate a certified business:

1. **COMPANY NAME.** Enter the first three (3) letters of the company name, then select the search button or press the enter key. You can also search by a company's Fictitious Name by entering the same criteria.
2. **BUSINESS OWNER NAME.** Enter the first three (3) letters of the business owners first or last name then select the search button or press the enter key.
3. **CITY.** Start typing the name of the city that you want to search. The system will filter the city names based on what you type.
4. **VENDOR SERVICE DESCRIPTION.** This search provides you with a list of businesses that provide a service or product associated with the term entered. Multiple service code search is also available.
5. **NIGP SERVICE CODE.** Type in a NIGP code number to search for vendors certified with that specific code. You can also type in a service or product description to search for the corresponding NIGP Code. You can then select the appropriate NIGP code(s) and perform a search by the NIGP code(s).
6. **CERTIFICATION TYPE.** Select the appropriate button for the desired certification type. The system will filter the small business by S/M/WBE classification.
7. **ZIP CODE.** You can search for all certified businesses within a specified zip code. You can also search on multiple zip codes as well.

Select the OEBO Vendor Directory button to search for the desired criteria listed above and/or download the entire directory of certified small businesses.

Please be aware that all information printed from the website directory is valid only on the day of printing.

Office of Equal Business Opportunity
 Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: Hinterland Group Inc.

Project Name: Cured In-Place Pipe Lining (CIPP)

Project No.: ITB #110-2024

Date Submitted: 9/26/24

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below 7 days prior to bid opening or proposal due date. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

Scope of Service	Line Item No.	SMWBE Type for Goal	Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact	Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		SBE	<u>NO SUBCONTRACTORS</u>	Phone				
		MBE		E-mail				
		WBE		Fax				
		SMWBE		Pre-Bid				

Authorized Signature: [Signature]

Date: 9/26/24

Phone: 561-640-3503

Print Name: Chase Rogers, COO & Senior Estimator

Email Address: info@hinterlandgroup.com



BID BOND NO.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, we, Hinterland Group Inc. a
Florida corporation with principal business address of
2051 W Blue Heron Blvd., Riviera Beach, FL 33404, as Principal,
and Atlantic Specialty Insurance Company corporation with principal business address of
605 Highway 169 North, Suite 800, Plymouth, MN 55441, as Surety,
are bound to Town of Lake Park, as Owner, whose address is 535 Park Avenue, Lake Park, Florida 33403,
in the sum of \$ 5% of Bid Amount payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting it bid for: Cured In-Place Pipe Lining (CIPP)
ITB #110-2024

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said principal will, within the time required, enter into a formal contract with the Obligee in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligee the damages which the Obligee may suffer by reason of such a failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, of (2) the administrative, legal, accounting, and independent consultant expenses incurred by the Obligee in the bid process, in the event that the Obligee in good faith elects no to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise is shall be and remain in full force and effect.

Signed and sealed this 25 day of September 2024 ~~2023~~.

PRINCIPAL:

Hinterland Group Inc.

BY:

[Signature]
Signature

Chase Rogers, COO & Senior Estimator

Name

Title

SURETY:

Atlantic Specialty Insurance Company

BY:

[Signature]
Signature

Daniel F. Wagner Jr.

Name - Attorney-in-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr.**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

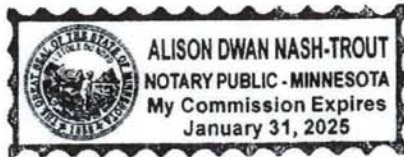
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of September, 2024

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404

561-640-3503 PH

561-640-3504 FX



INFO@HINTERLANDGROUP.COM

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

Item 6.



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2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME

DANIEL A. DUKE, III

President & CEO

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006, Daniel III and his father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

CHASE R. ROGERS, E. I.

COO & Senior Estimator

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then, he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew, Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable, has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.





CORPORATE RESUME - continued

THOMAS LAESSIG

Master Electrician

Thomas is a Florida State Licensed Electrician (EC13003753) with over 30 years of commercial and industrial electrical experience. Prior to working for HG, Thomas spent several years as an electrician, then Electrical Superintendent, as well as Electrical Project Manager. Thomas then ran his own electrical company for many years. Thomas is well-versed in coordinating with all team members and providing daily supervision to ensure that all electrical projects are efficiently completed.

ALFREDO RAMIREZ

Director of Field Operations

Alfredo began working with HG in 2009 as a field crew member, after spending several years with another firm in the industry. Alfredo began his career at HG specializing in wetwell and manhole rehab and coating. Alfredo eventually became the leader of his crew and spent several years as the Foreman for large water and waste water projects. As HG continued to grow, his experience in the field brought Alfredo into the role of Superintendent and now the Director of Field Operations. Alfredo supervises all crews ensuring they're meeting all project goals and expectations, assists with scheduling, and assists crews when needed. With this experience, he can effectively communicate with clients and bridge the gap between the clients, project managers and field personnel.

JACOB CROWE

VP of Trenchless Technologies & Business Development

Jacob joined HG in June 2020 and serves as Vice-President of Trenchless Technologies and Business Development. With twenty-five years' experience in utility infrastructure, Jacob has served as Project Manager for over \$50 million of CIPP and geopolymer contracts throughout the southeast. As Vice-President, Jacob continues to manage the overall P&L of our Trenchless Technologies Division and grow our market share throughout the southeast. Holding several contractors' licenses in neighboring states to Florida, Jacob contributes to the trenchless industry by serving on the NASTT No-Dig Conference Program Technical Committee as well as several regional WEF and Southeast Stormwater committees.

BUTCH E. FORRESTER

Director of Operations & Planning Trenchless Technologies

Butch started with HG in July 2016 as a CCTV Operator inspecting pipelines on various projects throughout the State of Florida. In July 2020, Butch was promoted to Assistant Project Manager and then promoted to Project Manager in October 2020. His experience planning and overseeing projects and operational functions within the organization, most recently led him into the role of Director of Operations and Planning Trenchless Technologies. Butch is exceptional with coordinating clients, field personnel and processes to deliver projects on time, within budget and with the desired outcomes aligned to objectives. Recognized throughout his career as being a visionary leader leveraging in-depth knowledge of the marketplace and service industry.



DANIEL A. DUKE III

President & CEO

2051 W. Blue Heron Blvd
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006, Daniel III and his father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Florida Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County

Project Value: \$1,323,642.00

Project Location: Orlando, FL

Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach

Project Value: \$346,680.00

Project Location: North Palm Beach, FL

Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County

Project Value: \$792,003.00

Project Location: Belle Glade, FL

Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.



Hinterland Group, Inc. | www.hinterlandgroup.com

CHASE R. ROGERS, E.I.

COO & Senior Estimator

PERSONAL PROFILE

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then, he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach

Project Value: \$528,587.00

Project Location: West Palm Beach, FL

Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County

Project Value: \$653,400.00

Project Location: Naples, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority

Project Value: \$2,313,374.00

Project Location: Cudjoe Key, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.



THOMAS LAESSIG

Master Electrician

PERSONAL PROFILE

Thomas is a Florida State Licensed Electrician (EC13003753) with over 30 years of commercial and industrial electrical experience. Prior to working for HG, Thomas spent several years as an electrician, then Electrical Superintendent, as well as Electrical Project Manager. Then ran his own electrical company for many years. With this knowledge, Thomas is well-versed in coordinating with all team members and providing daily supervision to ensure that all electrical projects are efficiently completed.

QUALIFICATIONS:

- Florida Certified Electrical Contractors License (EC13003753)

PROJECT RELATED BACKGROUND

SPRINGTREE GOLF COURSE

Project Owner: City of Sunrise
 12 new raw water wells all directional bore.

PALM BEACH COUNTY WATER TREATMENT PLANT

Project Owner: Palm Beach County
 8 new raw water wells, new sand filter, and 11 chemical pump upgrades.

MASTER PUMP STATION 1 REHABILITATION

Project Owner: Loxahatchee River District
 Rehabilitation of master pump station 1.

ECR PUMP STATION UPGRADE

Project Owner: City of West Palm Beach
 Upgrades to 4 existing Deep Well Pump Stations

PBC WTP NEW SCRUBBER STATION

Project Owner: Palm Beach County
 3 expansion odor controls

CAMINO REAL DRAWBRIDGE REHABILITATION

Project Owner: Palm Beach County
 Rehabilitation of PBC Camino Real drawbridge.

ALFREDO RAMIREZ

Director of Field Operations

PERSONAL PROFILE

Alfredo began working with HG in 2009 as a field crew member, after spending several years with another firm in the industry. Alfredo began his career at HG specializing in wetwell and manhole rehab and coating. Alfredo eventually became the leader of his crew and spent several years as the Foreman for large water and waste water projects. As HG continued to grow, his experience in the field brought Alfredo into the role of Superintendent and now the Director of Field Operations. Alfredo supervises all crews ensuring they're meeting all project goals and expectations, assists with scheduling, and assists crews when needed. With this experience, he can effectively communicate with clients and bridge the gap between the clients, project managers and field personnel.

QUALIFICATIONS:

- OSHA Confined Space Training
- Advanced MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach

Project Value: \$528,587.00

Project Location: West Palm Beach, FL

Role: Site Superintendent

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County

Project Value: \$653,400.00

Project Location: Naples, FL

Role: Site Superintendent

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority

Project Value: \$2,313,374.00

Project Location: Cudjoe Key, FL

Role: Site Superintendent

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.



JACOB CROWE

VP of Trenchless Technologies & Business Development

PERSONAL PROFILE

Jacob joined HG in June 2020 and serves as Vice-President of Trenchless Technologies and Business Development. With twenty-five years' experience in utility infrastructure, Jacob has served as Project Manager for over \$50 million of CIPP and geopolymer contracts throughout the southeast. As Vice-President, Jacob continues to manage the overall P&L of our Trenchless Technologies Division and grow our market share throughout the southeast. Holding several contractors' licenses in neighboring states to Florida, Jacob contributes to the trenchless industry by serving on the NASTT No-Dig Conference Program Technical Committee as well as several regional WEF and Southeast Stormwater committees.

QUALIFICATIONS:

- B.A., University of South Carolina, 1994
- PACP, LACP, MACP Certified
- Member ASCE, NASTT, WEF, NUCA
- NASTT Technical Program Committee
- NUCA Trenchless Technology Committee

PROJECT RELATED BACKGROUND

CHARLOTTE COUNTY ANNUAL STORMWATER REHABILITATION

Project Owner: Charlotte County

Stormwater pipeline cleaning, inspection and rehabilitation of over 50,000 linear feet of 12"-84" pipe. Projects have included CIPP, spray-applied geopolymer, point repairs, injection grouting and structure coatings. Particular challenges include isolating systems during repair to minimize impact to diverse coastal marine life, repairing/stabilizing seawalls prior to pipeline rehabilitation, and eliminating infiltration from high water tables that may adversely affect the liner.

A1A OUTFALL REHABILITATION, CONTRACT E5V82

Project Owner: FDOT District 5

Cleaning, inspection and rehabilitation of 2,700' of 58"x91" RCP pipe running between A1A and the Halifax River in Ormond Beach, FL. Due to unmarked sewer conflicts ten feet deep in the structures that prevented CIPP installation in certain areas of the pipeline, the project benefited from Hinterland's ability to perform multiple trenchless technologies that would still accomplish the end goal of eliminating significant infiltration while extending the life of the system for an additional 50-75 years. Hinterland was able to isolate the system by controlling tidal surges well above the crown of the pipe & performing injection grout on the sections that could not be lined, eliminating the joint infiltration & stabilizing the soil in preparation for paving operations.

43RD STREET STORMWATER REHABILITATION

Project Owner: Manatee County

1,466' of 66" RCP/CMP pipeline rehabilitation with spray-applied geopolymer mortar was chosen by Manatee County to extend the lifetime of this stormwater system an additional 50-75 years. Hinterland proposed the geopolymer application due to low-hanging overhead power running the length of the system that would require expensive temporary electrical line relocation for the duration of a CIPP installation. This allowed Hinterland to return the system to full operation daily during rain events, eliminating costly additional bypass costs to the County.



BUTCH E. FORRESTER

*Director of Operations & Planning
 Trenchless Technologies*

PERSONAL PROFILE

Butch started with HG in July 2016 as a CCTV Operator inspecting pipelines on various projects throughout the State of Florida. In July 2020, Butch was promoted to Assistant Project Manager and then promoted to Project Manager in October 2020. His experience planning and overseeing projects and operational functions within the organization, most recently led him into the role of Director of Operations and Planning Trenchless Technologies. Butch is exceptional with coordinating clients, field personnel and processes to deliver projects on time, within budget and with the desired outcomes aligned to objectives. Recognized throughout his career as being a visionary leader leveraging in-depth knowledge of the marketplace and service industry.

QUALIFICATIONS:

- OSHA Federal Trenching and Excavation
- OSHA Confined Space Training
- Hazmat Operations
- Hazardous Waste Training for Handlers
- OSHA 40-hour Hazwopper
- FDOT - Advanced MOT
- Laser System Operator
- Ground Penetrating Radar – Operator

PROJECT RELATED BACKGROUND

WUD 21-060 CONTINUING CONTRACT FOR WASTEWATER GRAVITY LINES & MANHOLE REHAB

Project Owner: Palm Beach County WUD

Project Value: \$19,603,692.00

Project Location: Belle Glade, FL

Role: Director of Operations / Project Manager

Cured-In-Place Pipe Rehabilitation of 35,800 LF of 6" to 30" diameter Sanitary Sewer Pipeline pipe, 1,300 LF of point repairs, 1,750 Lateral Liner installations, 8,590 LF of Lateral Pipe replacements, 70 Clean out installations, 5 manhole replacements, 625 LF of Sanitary Sewer Mainline replacement, 800 Manholes coated and 5,300 SY of Asphalt restoration.

WUD 18-069 CONTINUING CONTRACT FOR WASTEWATER GRAVITY LINES & MANHOLE REHAB

Project Owner: Palm Beach County WUD

Project Value: \$5,993,256.00

Project Location: Boca Raton, FL

Role: Project Manager

Cured-In-Place Pipe Rehabilitation of 43,600 LF of 6" to 16" diameter Sanitary Sewer Pipeline pipe, 4,000 LF of point repairs, 130 Lateral Liner installations, 700 Clean out installations, and 1400 LF of Sanitary Sewer Mainline replacement.

201911KW UNIT PRICE CONTRACT FOR SANITARY PIPELINE

Project Owner: Sarasota County

Project Value: \$3,822,531.60

Project Location: Sarasota County, FL

Role: Project Manager

Cured-In-Place Pipe Rehabilitation of 57,000 LF of 6" to 36" diameter Sanitary Sewer Pipeline pipe.





Emergency Contact List

<u>Name</u>	<u>Title</u>	<u>Office Phone</u>	<u>Cell Phone</u>	<u>Email Address</u>
Alfredo Ramirez	Director of Field Operations	561-640-3503	321-258-1161	ARamirez@hinterlandgroup.com
Daniel Duke III	President	561-640-3503	954-649-4930	DDuke1@hinterlandgroup.com
Chase Rogers	COO & Senior Estimator	561-640-3503	561-543-9680	CRogers@hinterlandgroup.com
Joe Myer	Director of Health & Safety	561-640-3503	518-965-4680	JMyer@hinterlandgroup.com
Julie Gwinner	Senior Director of HR & Compliance	561-267-8092	561-379-6447	JGwinner@hinterlandgroup.com



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company. On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

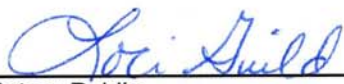
Dated April 25, 2023



Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.



Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

State of Florida

Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.


The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of August, 2024*




Secretary of State

Tracking Number: 5042124537CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number P06000086423
FEI/EIN Number 20-5156844
Date Filed 06/26/2006
State FL
Status ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Item 6.

Report Year	Filed Date
2022	04/05/2022
2023	04/05/2023
2024	04/08/2024

Document Images

04/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format



My Company Account

My Company Profile

Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address


2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

 We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
1/31/2024 *Item 6.*

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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: PHONE (A/C, No., Ext): (772) 426-9973 FAX (A/C, No.): (772) 872-5870 E-MAIL ADDRESS: _____ <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of Amer</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C : Starr Indemnity & Liability Company</td> <td style="text-align: right;">38318</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Company of Amer	25674	INSURER C : Starr Indemnity & Liability Company	38318	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404															

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	x	x	DT-CO-2W558369-COF-24	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x	x	810-2W545755-24-26-G	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$								
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-2T683165-24-NF	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 _____ \$								
	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	N/A				<table style="width: 100%;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
C	INLAND MARINE	x		ITA100065347424	1/31/2024	1/31/2025	Scheduled Equip. \$ 5,115,498 Installation Floater \$ 100,000/\$500,000								

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives. Certificate Holder is an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/non-contributory to additional insureds when it is required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER <div style="border: 1px solid black; padding: 10px; text-align: center;"> FOR BIDDING PURPOSES ONLY </div>	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 <div style="text-align: right;"> <JNL> </div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D) **01/31/202** Item 6.

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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: PHONE (A/C No. Ext.): (772) 426-9973 FAX (A/C No.): (772) 872-5870 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : FFVA Mutual Insurance Company NAIC # 10385 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
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 checked="" type="checkbox"/>	N/A	X	WC840-0805462-2024A	1/31/2024	1/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES ONLY	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 <i>Jennie Janman</i> <JNL>
---------------------------	--

WAGNER BONDING & INSURANCE, INC.

June 21, 2024

RE: Hinterland Group Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group Inc. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Hinterland Group Inc. has an excellent reputation in the community. While each project is approved on its own merits, Hinterland Group Inc. has the ability to bond single projects in excess of \$25,000,000 with an aggregate limit of \$100,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Hinterland Group Inc. and Atlantic Specialty Insurance Company.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

Wagner Bonding & Insurance, Inc.



Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864

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
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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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 UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CBC1255077

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

Item 6.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B24.666498 08/22/2024	\$99.00	B40153658

This document is valid only when received by the Tax Collector's Office.



2 - 635

HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 W BLUE HERON BLVD
 RIVIERA BEACH FL 33404-5003

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018108321
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B24.666431 08/22/2024	\$99.00	B40143951

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HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082364
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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CONSTITUTIONAL TAX COLLECTOR
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 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	DUKE DANIEL AMOS III	CUC1224634	B24.666364 08/22/2024	\$27.50	B40131491

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HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201139576
EXPIRES: 09/30/2025

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 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

Item 6.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	BREIG CHARLES J	EC13003615	B24.666430 08/22/2024	\$99.00	B40143952

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HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082363
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06, 2024

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

BID NAME: Utility Contractors' Services Repair, Maintenance, Replacement

VENDOR NAME: Hinterland Group

Reference Check Company Name: City of Riviera Beach - sdoyle@rivierabeach.org

What specific services does this company perform for your company? Please provide as much detail about the project as possible.

The firm performs every aspect of lift station rehabilitation, repair and maintenance, up to and including; pump replacement; pipe, valve & fitting replacement; ARV replacement; electrical panels replacement; sewer lines; force mains; wet-well lining, civil site-work including demolition, fencing, slabs, landscaping, sidewalk, access drives, dewatering, bypass pumping, etc.

Was the company's performance satisfactory?

The company's performance has been exemplary. They understand our budget and their work-product is in proportion to our financing They provide a quality product and they have met or exceeded our expectations.

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)?

We schedule work using a 'Team' approach, where we understood that most businesses are experiencing limited resources and manpower. We created a sequence of work to move from one lift station to the next. We had one major delay and it is because of our pump vendor and waiting for parts.

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements?

Yes, they do. We schedule our work so that it integrated into the work being performed. For example, we had one lift station that was challenging and they brought in several crews to literally tackle the entire station, that in 4 days the station was returned to service. They have numerous pieces of equipment and tools to manage a project.

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required?

Very satisfied with management of our projects. They assign a Hinterland Project Manager and a Financial Administrator. They always responded to calls and emails. We assigned a Utility Project Manager (PM) / Supervisor on the City side. The two PM's create a scope of work then generate a work order and we issue Notices to Proceed.

Do you know if your company experienced any invoicing problems?

Generally not an issue with Invoices. Invoices are vented in the field first with the respective PM and then routed through a supervisor for final review and then forwarded to AP for processing. If an invoice needs to be adjusted then a simple phone call and email to their PM or Financial Administrator and it is corrected.

Was your company aware of any issues regarding the payments of employees' salaries?

We are not aware of any issues related to payment of employee salaries and / or sub-vendors. It appears that many employee are veterans in the industry and have been with Hinterland for many years.

How responsive and effective was the company in resolving any disputes that may have developed with staff?

They have been very responsive in dealing with staff. The PM's (Hinterland and USD) worked out any disputes. If it needed further venting than each PM would bring in another person to QA/QC the dispute and recommend a resolution.

Additional Comments:

They are a Great Team player with us and have an understanding of our budget, purchasing process and scope. We are fortunate that we have sufficient funds allocated to Lift Station Rehabilitation that we are able to use their services over multiple years.

Would you consider hiring this company again?

Yes No

Name: Steven J. Doyle, PE., Assist. Exec. Dir., Utility Special District

Date: Friday March 8, 2023

ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

Please email this form to Orlando Aponte at oaponte@broward.edu once completed in PDF format prior to 2:30 p.m. ET on: Wednesday, July 31, 2024	
This form is to be completed by the organization providing the reference only .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Hinterland Group Inc.
Company providing reference:	Manatee County
Address of company providing reference:	4520 66th Street West, Bradenton, FL 34210
Name/title of person providing reference:	Jeff Anthony, Project Manager
Phone number of person providing reference:	941-749-3046
Email address of person providing reference:	Jeff.Anthony@mymanatee.org
Date(s) of Service:	April 2021 - Ongoing Annual Contract
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$4,786,790.00

<p>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</p> <p>0 = Do Not Hire (our company would not hire them again) 1 = Poor (does not meet minimum standards) 2 = Fair (barely meets minimum standards) 3 = Average (meets minimum standards) 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations) 5 = Excellent or Outstanding (always exceed your expectations)</p>	<p>Insert YOUR RATINGS in this column</p>	
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.		5
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.		5
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.		4
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.		5
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.		5
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.		5
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.		5
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.		5
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.		5
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	YES	
<p>COMMENTS: Are there any additional comments you would like to add?</p> <p>Hinterland has been great to work with, Prompt on all requests and have a great group to handle any stormwater projects we have asked them to complete.</p> <hr/> <hr/>		



Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: Lining of Drainage Pipes Project #: BPW2415MM

Respondent Information: **Please Return Completed Form with bid/proposal submittal.**

NAME:	Daniel Duke III		
TITLE:	President		
COMPANY:	Hinterland Group Inc.		
EMAIL:	info@hinterlandgroup.com	PHONE #	561-640-3503

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	Chauncey Mathis	Reference Title:	Project Manager
Reference Email:	cmathis@pbgfl.com	Reference Phone #:	561-804-7044
Reference Project Name:	Project Address:		Project Cost:
Stormwater Infrastructure Maintenance & Repair	Various locations in Palm Beach Gardens		\$1,027,255.00
Summarize Scope: Stormwater infrastructure maintenance and repair services to the City's several premises and locations - Lines from 12in - 84in			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below. Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were problems encountered with the company's work performance?	No
3. Were change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	10
7. Would you rehire this company for future work?	Yes
Please provide any additional comments you deem important regarding this company and their work performed.	

Please submit non-City of Cape Coral employees as references.

Chauncey Mathis

Reference Name (Print)

Reference Signature

12/04/2023

Date



Vendor Name Submitting Bid: Hinterland Group Inc.

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

NW 45th St. and Crystal Lake Drive. Drainage Improvements, ITBC#24-24-VP

Agency Name: Palm Beach County
Agency Contact: Chase Miller, Public Works Superintendent
Contact E-mail: CMiller1@pbcgov.org
Contact Phone #: 561-233-3999

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments:

Palm Beach County Pt B uses Hinterland for a variety of projects. They have always been the most professional and dedicated vendor.

Reference Name: Chase M. Miller Title: Public Works Superintendent
(Please print – Person completing survey)

Signature: [Signature] Date: 06/27/24
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Owned Equipment

Asset ID	Category	Type	Description
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader T300
215	EQUIPMENT	EXCAVATOR	Cat 328D LCR Excavator 328D
216	EQUIPMENT	EXCAVATOR	2017 Caterpillar Excavator 325 FLCR
217	EQUIPMENT	LULL	Caterpillar Forklift TL1055
218	EQUIPMENT	EXCAVATOR	2016 Caterpillar Mini Excavator 305_5E2CR
219	TRAILER	HAULER	1995 Center Trailer
222	VEHICLE	FLAT BED	2013 Chevy Silverado 3500 Pickup Truck
224	VEHICLE	PICKUP	2016 Chevy Silverado 1500 Pickup Truck
225	VEHICLE	PICKUP	2017 Chevy Silverado 1500 Pickup Truck
226	VEHICLE	PICKUP	2017 Chevy Silverado 2500 Truck
230	TRAILER	HAULER	Crosley Dual Axle Trailer
231	TRAILER	HAULER	Crosley Trailer
232	TRAILER	HAULER	Crosley Trailer
236	TRAILER	HAULER	2001 Interstate Trailer Flat Bed
239	VEHICLE	BOILER	1995 Ford Tandem L9000W/Propane Boiler
242	VEHICLE	PICKUP	2008 Ford Pickup Truck F-250
245	VEHICLE	UTILITY	2006 Ford 750 Truck
248	VEHICLE	PICKUP	2004 Ford F350 Truck
250	VEHICLE	UTILITY	2012 Ford F550 Truck
253	VEHICLE	TANKER	2009 Freightliner Columbia
254	VEHICLE	TANKER	2009 Freightliner Columbia
255	VEHICLE	TANKER	2011 Freightliner M-2
256	VEHICLE	TV TRUCK	2002 Freightliner Cues 1
257	VEHICLE	TANDEM	2011 Freightliner TANDEM
258	TRAILER	CARGO	FRRV Trailer
259	EQUIPMENT	LIFT	Genie Personal Lift (Silver)
260	VEHICLE	VAN	2006 GMC Savana 3500 Cargo Van

Item 6.

261	VEHICLE	PICKUP	2004 GMC Sierra 1500 Pickup Truck
263	VEHICLE	PICKUP	2011 GMC Sierra Denali Pickup Truck
264	VEHICLE	PICKUP	2014 GMC Sierra 1500 Pickup Truck
267	VEHICLE	PICKUP	2006 GMC 1500 Sierra Pickup Truck
268	VEHICLE	PICKUP	2016 GMC Sierra 2500 Pickup Truck
269	VEHICLE	PICKUP	2016 GMC Sierra C25 Pickup Truck
270	VEHICLE	FLAT BED	2015 GMC Sierra C35 Pickup Truck
271	VEHICLE	UTILITY	2009 GMC TK Kodiak Service Truck/Crane 4x4
272	VEHICLE	TV TRUCK	2009 GMC TC500 Truck
274	VEHICLE	PICKUP	2017 GMC Sierra 2500 Truck
279	VEHICLE	VAN	2014 GMC Savana 1500 Work Van
280	EQUIPMENT	PUMP	Gorman Pump
285	TRAILER	BLASTER	Power Washer Trailer Mount
287	VEHICLE	TV TRUCK	2010 Horton Cues 2 International Chassis
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor
291	VEHICLE	DUMP	2006 International 4300 Flat Bed Dump Truck
292	VEHICLE	BOX	2003 International Box Truck
295	VEHICLE	REEFER	2009 International 4400 Reefer Truck
296	VEHICLE	REEFER	2009 International 4400 Truck
304	TRAILER	HAULER	2000 Draggin Trailer (Pressure Washer Trailer)
307	EQUIPMENT	ROLLER	Bomag Roller
309	EQUIPMENT	EXCAVATOR	2015 John Deere 35G Compact Excavator
310	EQUIPMENT	EXCAVATOR	2015 John Deere 35G Compact Excavator
311	EQUIPMENT	EXCAVATOR	John Deere 35 D Compact Excavator
313	EQUIPMENT	SKID STEER	2016 John Deere 323E Compact Track Loader
314	EQUIPMENT	EXCAVATOR	John Deere 85G Excavator
317	EQUIPMENT	SKID STEER	2015 John Deere 329E Skid Steer
318	EQUIPMENT	LOADER	2013 John Deere 304K Wheel Loader
319	EQUIPMENT	LOADER	2004 John Deere 324H Wheel Loader
322	VEHICLE	BOILER	2017 Kenworth T880 Boiler Truck
323	VEHICLE	VAC	2016 Kenworth Vac Truck
325	EQUIPMENT	EXCAVATOR	2017 Komatsu PC228USLC-10 Hydraulic Excavator
326	EQUIPMENT	EXCAVATOR	2017 Komatsu PC138USLC-11 Hydraulic Excavator
327	EQUIPMENT	EXCAVATOR	2004 Komatsu PC228USLC-3 Hydraulic Excavator
329	TRAILER	CARGO	Look Enclosed Trailer
330	TRAILER	CARGO	Look Enclosed Steam Trailer

Item 6.

	EQUIPMENT	EXCAVATOR	
331	EQUIPMENT	EXCAVATOR	2008 Menzi Muck A91 Walking Excavator
332	VEHICLE	FLAT BED	2017 Dodge 5500 Crane Flatbed
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer
335	TRAILER	CARGO	Space Coast Trailer
336	VEHICLE	CRANE	2000 Sterling L7500 Crane Truck
337	VEHICLE	VAC	2002 Sterling 7500 Vac Truck
338	VEHICLE	VAC	2005 Sterling LT9500 Sewer Cleaning Vac Truck
339	TRAILER	COMPRESSOR	Compressor w/ Trailer
341	EQUIPMENT	PUMP	Thompson 6' Bypass Pump -Trailer
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump (dewater)
343	EQUIPMENT	PUMP	Thompson 12" Well point Pump (dewater)
344	EQUIPMENT	PUMP	Thompson 4" Mounted Pump-Trailer
346	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
347	TRAILER	PUMP	Thompson 6' Trailer Mounted PUMP
348	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
349	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
350	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
351	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
352	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
353	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
354	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
355	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
356	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
357	TRAILER	HAULER	Torino Tilt Trailer
375	VEHICLE	PICKUP	2017 GMC Sierra 1500 Pickup Truck
377	VEHICLE	PICKUP	2017 Chevy Silverado 2500 Truck
379	VEHICLE	BUCKET	2005 GMC C4500 Truck
380	VEHICLE	TANDEM	2007 International 8600 Truck
382	TRAILER	LOW BOY	2017 Eager Beaver 26' 50 GSL/3 Low Boy
383	VEHICLE	VAC	2018 Freightliner 2115-18PD Vac Truck
384	EQUIPMENT	EXCAVATOR	2017 John Deere 35G Compact Excavator
385	TRAILER	REEFER	2011 Utility Reefer Trailer 53'
388	EQUIPMENT	EXCAVATOR	2017 Komatsu PC78US-10 Hydraulic Excavator
395	EQUIPMENT	GENERATOR	80KW Generator
397	EQUIPMENT	GENERATOR	25KW Generator
398	EQUIPMENT	EXCAVATOR	2004 Daewoo SL420LC-V Excavator
400	EQUIPMENT	EXCAVATOR	2001 Komatsu PC138USLC2 Hydraulic Excavator

Item 6.

404	TRAILER	DUMP	Big Tex Dump Trailer
405	EQUIPMENT	LOADER	Cat 928G Wheel Loader
406	EQUIPMENT	PUMP	2013 Thompson Skid mount Elec Bypass Pump
407	EQUIPMENT	LIFT	Scissor Lift
408	EQUIPMENT	PUMP	Holland Hydraulic Pump (power pack)
409	TRAILER	CARGO	2018 Forest River 7' x 16'
412	TRAILER	TANKER	2003 Heil 9000 Gallon Tanker
413	EQUIPMENT	PUMP	8" Thompson 8V-55 Pump (Dewater/Trash)
414	EQUIPMENT	PUMP	Gorman X504-001 Pump.
416	EQUIPMENT	PUMP	Holland Pump(power pack)
417	EQUIPMENT	COMPACTOR	Atlas Copco Asphalt
418	EQUIPMENT	COMPACTOR	2016 Wackier Neuson Plate compactor
419	TRAILER	CARGO	2017 Freedom Trailer 14' x 7'
420	EQUIPMENT	PUMP	Thompson W-357 Dewater
421	TRAILER	CARGO	2018 Forest River Trailer
422	TRAILER	CARGO	Forest River Trailer Cargo
423	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
428	VEHICLE	PICKUP	2018 GMC Sierra 1500 pickup
429	EQUIPMENT	COMPRESSOR	1999 Ingersoll Rand P185 WIR 185 CFM Air compressor
430	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 Compactor
431	EQUIPMENT	PUMP	Thompson 6' Bypass pump
432	EQUIPMENT	PUMP	Thompson 6" Bypass pump
433	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
434	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
435	VEHICLE	VAN	2011 GMC Savana 3500
436	TRAILER	HAULER	2003 Crosley CR81 x 17 3 ton Trailer
438	TRAILER	PUMP	2008 Holland H12TP5370 pump(power pack)
445	VEHICLE	PICKUP	2015 Ford F350 Pickup
446	TRAILER	CARGO	2019 Pace cargo
447	TRAILER	CARGO	2018 Forest River 20' cargo
448	EQUIPMENT	LOADER	2007 Caterpillar 950H Loader
453	TRAILER	PUMP	Electric Bypass Pump
454	EQUIPMENT	MAN LIFT	2006 Genie Z3422 Man lift
455	EQUIPMENT	MAN LIFT	2007 JLG 460SJ Man Lift
457	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 compactor
458	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 compactor

	TRAILER	CARGO	
460	TRAILER	CARGO	Trailer Pace 7x16
461	VEHICLE	PICKUP	2004 GMC Sierra 1500
462	VEHICLE	PICKUP	2008 Ford F-250
463	VEHICLE	PICKUP	2009 Ford F-250
465	VEHICLE	CRANE	2004 GMC C4500
466	VEHICLE	VAC	2005 International Vac Truck
467	EQUIPMENT	MIXER	Concrete Mixer CM9
468	EQUIPMENT	EXCAVATOR	2018 John Deere 35G excavator
469	EQUIPMENT	SKID STEER	2018 Caterpillar 289D skid steer
471	EQUIPMENT	EXCAVATOR	2018 Caterpillar 308E2CRSB excavator
472	EQUIPMENT	EXCAVATOR	2018 Caterpillar 308E2CRSB excavator
473	EQUIPMENT	SKID STEER	2018 Caterpillar 262D skid steer
475	VEHICLE	REEFER	2018 Kenworth T370 refrigerated truck
476	TRAILER	HAULER	2006 Imperial CR825 Trailer
477	TRAILER	HAULER	2006 Anderson T35180 Trailer
480	EQUIPMENT	OFF ROAD CART	2014 Club Cart Carryall Off Road Cart
481	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045 Compactor
484	EQUIPMENT	EXCAVATOR	2015 John Deere 17G Excavator
485	EQUIPMENT	EXCAVATOR	2018 Caterpillar 303E2CR Excavator
486	VEHICLE	CRANE	2009 Ford F-350
488	VEHICLE	CRANE	2011 Ford F-550
489	EQUIPMENT	EXCAVATOR	2017 Caterpillar 303.5E2CR
491	EQUIPMENT	EXCAVATOR	Caterpillar 315F Excavator
493	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
494	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
495	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
496	VEHICLE	FLAT BED	2018 Chevy Silverado 3500
497	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045
498	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045
499	EQUIPMENT	ROLLER	Caterpillar CS34 Roller
500	EQUIPMENT	ROLLER	Caterpillar CS54B
501	VEHICLE	BOILER	2019 Kenworth T370 Steam Truck
503	TRAILER	CARGO	2019 Spartan SP7 x 16TA Cargo Trailer
504	TRAILER	CARGO	2019 Spartan SP8.5 x 16TA Cargo Trailer
505	TRAILER	CARGO	2019 Spartan JU7 X 16TE2 Cargo Trailer
506	EQUIPMENT	EXCAVATOR	2018 Caterpillar 305_5E2CR Excavator
507	EQUIPMENT	LOADER	2018 Caterpillar 908M Loader

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508	TRAILER	DUMP	2018 U DUMP 83" X 14' X 48" TRAILER
509	TRAILER	DUMP	2018 U DUMP 83" X 14' X 48" TRAILER
512	EQUIPMENT	SKID STEER	2019 Caterpillar 279D Skid Steer
513	EQUIPMENT	PUMP	2019 Thompson D-DHS-EOV-1B30X2 diaphragm pump
514	TRAILER	PUMP	2019 Thompson 6V-DJDST-45T-M PUMP
515	VEHICLE	VAN	2007 Chevy Uplander van
517	TRAILER	GENERATOR	2002 Coleman 25KW Generator
518	TRAILER	MIXER	Mixer 32007033
519	EQUIPMENT	LOADER	2006 Kubota R520S Wheel Loader
520	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
521	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
522	EQUIPMENT	PUMP	Thompson 12R-DJDS 45T-XC Pump
523	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
524	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
525	VEHICLE	TV TRUCK	2008 Ford E 450 TV Truck
526	TRAILER	CARGO	2019 Forest River 6' x 12' Cargo Trailer
527	VEHICLE	FLAT BED	2016 Ford F550 Flat bed
531	EQUIPMENT	LIGHT TOWER	Light Tower
532	EQUIPMENT	COMPACTOR	Wacker Neuson BPU4045A COMPACTOR
534	EQUIPMENT	ROLLER	Leeboy roller MODEL 400
536	EQUIPMENT	PUMP	6" Well point pump (Dewater)
537	VEHICLE	TRUCK	2019 Chevrolet Silverado 2500 4WD LTZ Crew Cab
538	TRAILER	CARGO	Forest River Trailer
539	VEHICLE	VAN	2014 Dodge Caravan
541	VEHICLE	VAN	2011 GMC Savana 2500 VAN
542	VEHICLE	VAN	2007 CHEVY VAN
543	VEHICLE	REEFER	2011 Kenworth T370
544	VEHICLE	TV TRUCK	2014 Chevrolet Van CCTV
545	EQUIPMENT	LIGHTING	2011 Terex RL4000 Light Tower
546	TRAILER	HAULER	Carry-On Trailer
547	VEHICLE	PICKUP	2014 Ford F250
549	VEHICLE	FLAT BED	2018 GMC Sierra
550	VEHICLE	VAC	1999 Sterling Vac truck LT 9501
551	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
552	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
553	EQUIPMENT	PUMP	Cornell Water Pump 12"
554	EQUIPMENT	ROLLER	2012 Multiquip Double roller

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	TRAILER	REEFER	REEFER
560	TRAILER	REEFER	2007 Utility Reefer 28" Reefer
562	VEHICLE	UTILITY	Ford F350 1 Ton Utility Truck
563	TRAILER	HAULER	2007 Rayside trailer, 6 Ton Load Cap
566	EQUIPMENT	AIR COMPRESSOR	Atlas Copco XATS375T3 Air Compressor
567	EQUIPMENT	PUMP	14 BBA PT90 PUMP BLUE
568	EQUIPMENT	PUMP	17 BBA PT90 PUMP BLUE
569	EQUIPMENT	PUMP	13 BBA PT90 PUMP BLUE
571	VEHICLE	VAN	2019 FLT Sprinter 3500 170 EXT Van
572	VEHICLE	TRUCK	2017 Ford F450 Super Duty
573	EQUIPMENT	COMPACTOR	Wacker Nueson Vibroplate
574	VEHICLE	BOILER	2005 Kenworth T80 Boiler
575	EQUIPMENT	PUMP	06 OTHE Pump Blue (Dewater)
576	EQUIPMENT	COMPACTOR	BPU4045 Compactor
577	EQUIPMENT	COMPACTOR	Wacker Neuson Vibroplate
579	TRAILER	JETTER	Pipehunter 7834 sewer cleaner, trailer mounted
580	TRAILER	HAULER	2008 Interstate Trailer
581	TRAILER	HAULER	2007 Hudson HTD18D Trailer
582	TRAILER	HAULER	2007 Hudson HSE18 Trailer
583	VEHICLE	PICKUP	2008 Ford F250 pickup
587	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
588	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
589	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
590	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
591	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
592	EQUIPMENT	EASEMENT MACHINE	Sewer Equipment (Jetter Machine)
593	TRAILER	PUMP	Pump Trailer
594	EQUIPMENT	SKID STEER	2016 Bob Cat T750 Skid Steer
597	TRAILER	CARGO	2020 FOREST RIVER TRAILER
598	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
599	EQUIPMENT	PUMP	4" Diaphragm Pump
600	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
602	TRAILER	CARGO	Forest River Trailer Cargo
604	TRAILER	CARGO	2021 Forest River Cargo 7x14
607	EQUIPMENT	EXCAVATOR	Doosan DX50
608	EQUIPMENT	EXCAVATOR	Doosan DX140 LCR - 5
610	EQUIPMENT	SKID STEER	2010 Bobcat A300 Skid Steer Loader
612	EQUIPMENT	PUMP	Thompson Pump 8" Electric Pump Intake , Discharge

613	EQUIPMENT	PUMP	Thompson Pump 12" (Dewater Pump)
614	EQUIPMENT	ATTACHMENT	60" MAYA Broom
615	VEHICLE	TV TRUCK	2017 Ford CCTV Truck
617	EQUIPMENT	COMPRESSOR	2014 Kaeser M250 Mobile Air Compressor
619	EQUIPMENT	PUMP	Thompson Pump 8" Bypass Pump
620	VEHICLE	UTILITY	2009 Ford F450 Utility Truck
622	VEHICLE	VAC	2008 INTERNATIONAL 7400 (AQUATEC)SEWER CLEANER/VACUUM TRUCK
623	EQUIPMENT	SKID STEER	2009 BOBCAT A300 SKID STEER LOADERS
625	EQUIPMENT	SKID STEER	2011 BOBCAT A770 SKID STEER LOADERS
626	EQUIPMENT	SKID STEER	2011 BOBCAT A770 SKID STEER LOADERS
627	EQUIPMENT	LOADER	2008 CASE 621E LOADER
628	EQUIPMENT	ATTACHMENT	Bobcat Broom Attachment
629	VEHICLE	TRUCK	2011 Ford F450 Utility Truck
630	EQUIPMENT	ATTACHMENT	72" Maya Pick up Broom Attachment
631	VEHICLE	REEFER	2020 Kenworth T880 Cab & Chassis (Global M)
632	VEHICLE	VAN	2009 Dodge Grand Caravana Cargo Mini Van
633	VEHICLE	DUMP	2007 Ford F450 Dump Truck
635	TRAILER	HAULER	2011 FELLING FT2T2 TRAILER
636	TRAILER	HAULER	2011 FELLING FT12L TRAILER
637	EQUIPMENT	PUMP	2009 THOMPSON 6TSV447 TRAILER MOUNTED TRASH PUMP
638	TRAILER	SEWER CLEANER	2009 PIPEHUNTER 7834 TRAILER MOUNTED SEWER CLEANER
639	TRAILER	SEWER CLEANER	2009 PIPEHUNTER 7834 TRAILER MOUNTED SEWER CLEANER
641	EQUIPMENT	ROLLER	2010 BOMAG BW90AD2 VIBRATORY ROLLER
644	EQUIPMENT	CONTROL PANEL	Control Panel
645	EQUIPMENT	ATTACHMENT	Broom Attachment Bobcat
646	VEHICLE	BOILER	2021 Kenworth Boiler
648	VEHICLE	DUMP	2011 International 7400 Water Truck
650	VEHICLE	BOX	2020 Chevrolet Silverado Medium Truck
655	TRAILER	PRES. CLEANER	2014 K-Bar 157597 Trailer MTD Pressure Cleaner
657	EQUIPMENT	LOADER	Wheel Loader Kubota R640R41
658	VEHICLE	REEFER	2018 IZUZU NPR REEFER
659	VEHICLE	PICKUP	2022 Chevrolet Silverado
660	VEHICLE	FLAT BED	2022 Chevrolet Silverado Medium Duty
661	VEHICLE	FLAT BED	2022 Chevy Silverado CK31043
663	VEHICLE	DUMP	2020 Kenworth T800 Dump Truck (WHITE)
664	VEHICLE	DUMP	2018 KENWORTH T880 DUMP TRUCK (BLUE)
667	EQUIPMENT	LOADER	Komatsu W320-8 Wheel Loader

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668	EQUIPMENT	EXCAVATOR	2023 Doosan DX35Z Mini Exc
669	EQUIPMENT	LOADER	Komatsu WA320-8 Wheel Loader
673	EQUIPMENT	COMPACTOR	2023 Plate Compactor Weber Mf
674	EQUIPMENT	EXCAVATOR	Komatsu PC138USLC-11 Hydraulic Excavator
676	EQUIPMENT	COMPACTOR	2023 Plate Compactor Rev 9000-10000 Lb
680	EQUIPMENT	PUMP	12" Rotary WellPoint Pump
682	EQUIPMENT	SWEEPER	2018 Superior Broom Sweeper
683	EQUIPMENT	PUMP	2011 Tradewinds Pump TKP06-4750 6"
685	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
686	EQUIPMENT	WORKMAN	Workman (Toro)
687	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
689	EQUIPMENT	AIR COMPRESSOR	2014 Kaeser Compressor
690	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
691	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Davie - Lift Station #9 Rehab	\$ 199,676.05	2020	Davie, Town of
LS 8220 Gravity Sewer Pipe	\$ 119,001.24	2020	Palm Beach County
LS# 244 Lining	\$ 30,088.75	2020	Palm Beach County
WO#5-6185 Winding Brook-PBC	\$ 50,131.53	2020	Palm Beach County
Deerfield Rehab Lift Stations	\$ 391,710.00	2020	Palm Beach County
Lift Station S-08 Replacement	\$ 467,819.50	2020	Palm Beach County
Lift Station 41 Upgrades	\$ 382,420.95	2020	Deerfield Beach
Gator Blvd Water Main	\$ 687,999.88	2020	Winter Garden
Priority Aerial Canal Crossing	\$ 704,205.19	2020	St. Johns County
Pahokee PBC Airport & PEEHokey	\$ 129,699.40	2020	Palm Beach County
Lift Station #8105	\$ 143,884.58	2020	Palm Beach County
PBC-61st St N Water Services	\$ 45,990.30	2020	Palm Beach County
PBC-Lox Groves Park LS & FM	\$ 37,014.55	2020	Palm Beach County
Lift Station C-18 Rehab	\$ 310,932.50	2020	Palm Beach County
Lift Station 7 & 8 Improvement	\$ 891,591.23	2020	Palm Beach County
Master Pump Station Rehab	\$ 997,356.30	2020	Brevard County Board of County Comm
System II/III Generator	\$ 975,552.75	2020	City of Clearwater
Lift Station T-26 Rehab	\$ 128,450.00	2020	City of Clewiston
Lift Station S-05 Rehab	\$ 477,912.52	2020	Davie, Town of
Master LS Generator Replace	\$ 57,100.00	2020	Brevard County Board of County Comm
Lift Station 91 Rehabilitation	\$ 47,295.00	2020	Atlantis
Storm Pump Station - WPBPD	\$ 62,283.00	2020	City of West Palm Beach
WO #10 - LS 98 Rehab	\$ 62,584.00	2020	City of West Palm Beach
Sewer Lift Station 22 Rehab	\$ 59,580.00	2020	Cooper City Utilities
Lift Station #1 Rehabilitation	\$ 506,000.00	2020	City of Holly Hill
Lift Station 7 -17WW07	\$ 275,000.00	2020	Cooper City Utilities
Generator Replacements	\$ 846,024.50	2020	Sunrise
Replacement Lift Station 21	\$ 531,643.60	2020	Palm Beach County
915 NE 3rd Avenue	\$ 345,147.49	2020	SSNOCWTA
3318 SE 6th Avenue	\$ 255,889.00	2020	Cooper City Utilities
NE 30th & Coral Shores Drive	\$ 80,008.00	2020	Fort Lauderdale
NW 21st Avenue - CCTV 54 inch	\$ 56,950.00	2020	Fort Lauderdale
NE 9th Ave - Drainage Ft. Laud	\$ 229,640.01	2020	Fort Lauderdale
Guava Isle Drive - CIPP	\$ 91,340.00	2020	Fort Lauderdale
Compass Lane Drainage-CIPP	\$ 21,946.00	2020	Fort Lauderdale
Ft. Laud - 3200 NE 29th	\$ 42,817.00	2020	Fort Lauderdale
Fleet Parking - Ft. Laud	\$ 19,435.00	2020	Fort Lauderdale
TO#12-NE 33 Ave NE 34 St Storm	\$ 23,405.00	2020	Fort Lauderdale
TO #13-630 Isle of Palms	\$ 13,144.00	2020	Fort Lauderdale
TO#16-FTL-Heron & Venice CIPP	\$ 1,963.20	2020	Fort Lauderdale
FTL-TO#19 SE14th Street	\$ 11,795.00	2020	Fort Lauderdale
FTL-412 SE 17th Street CIPP	\$ 62,980.00	2020	Fort Lauderdale
E5U37 - Drainage Repair	\$ 343,521.00	2020	Fort Lauderdale
PBC Lift Station Cleaning	\$ 38,915.00	2020	Fort Lauderdale
PBC-LS Cleaning-Var Loc CIPP	\$ 16,345.00	2020	Palm Beach County
WO# 15 Conneste Road	\$ 53,169.29	2020	Palm Beach County
WO# 21 Sunset Dr	\$ 83,150.72	2020	Bradenton
WO# 23 Kokomo - North	\$ 83,638.06	2020	Palm Beach County
WO# 24 Kokomo - South	\$ 57,599.73	2020	Palm Beach County

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
WO# 25 Center St CIPP	\$ 38,114.59	2020	Palm Beach County
WO# 27 Brian Way	\$ 54,465.01	2020	Palm Beach County
WO# 28 Edgehill Road	\$ 15,583.79	2020	Palm Beach County
WO# 29 Flamango Lake Dr	\$ 23,930.62	2020	Palm Beach County
WO# 30 Limestone Creek Road	\$ 17,631.50	2020	Palm Beach County
WO# 31 Military Trail and 61st	\$ 44,310.78	2020	Palm Beach County
WO# 32 Lawrence Rd Drainage	\$ 448,005.51	2020	Palm Beach County
WO# 33 3261 Atlantic Rd	\$ 48,029.58	2020	Palm Beach County
WO# 34 19598 Trails End Terr-1	\$ 20,493.45	2020	Palm Beach County
WO# 35 19506 Trails End Terr-W	\$ 15,828.28	2020	Palm Beach County
WO# 36 19582 Trails End Terr-3	\$ 19,217.06	2020	Palm Beach County
WO# 37 6361 Wood Lake Road	\$ 12,820.38	2020	Palm Beach County
WO# 39 19650 Red Maple Rd	\$ 15,538.16	2020	Palm Beach County
Loxahatchee River PH1	\$ 42,828.38	2020	Palm Beach County
Loxahatchee River PH2	\$ 50,682.78	2020	Palm Beach County
WO# 42 6558 Woodlake Rd	\$ 13,197.06	2020	Palm Beach County
WO# 43 6126 Woodlake	\$ 29,706.53	2020	Palm Beach County
WO #44 6632 Woodlake Rd	\$ 11,407.06	2020	Palm Beach County
WO# 45 Lawrence 66 & 24	\$ 16,888.36	2020	Palm Beach County
WO# 46 Santaluces HS-Lawrence	\$ 16,506.23	2020	Palm Beach County
WO# 47 Indiantown EAST	\$ 43,009.82	2020	Palm Beach County
WO# 48 Indiantown WEST	\$ 69,116.75	2020	Palm Beach County
WO# 49 6528 Woodlake Rd	\$ 13,124.42	2020	Palm Beach County
WO #50 6662 Lawrence Wood Ct	\$ 42,878.89	2020	Palm Beach County
WO #52 6464 Woodlake Rd	\$ 6,561.33	2020	Palm Beach County
WO#53 Alder Drive & Foxwood Ln	\$ 48,539.78	2020	Palm Beach County
WO#54 Willow Pond Road	\$ 79,827.61	2020	Palm Beach County
WO#55 Pinehurst Dr & 10th Ave	\$ 37,758.39	2020	Palm Beach County
Center St & 52 Way - PBC	\$ 4,275.00	2020	Palm Beach County
Toney Penna & Central - PBC	\$ 25,757.99	2020	Palm Beach County
Bush Rd and Toney Pena - PBC	\$ 16,850.03	2020	Palm Beach County
Kingston Dr- CIPP	\$ 59,845.72	2020	Palm Beach County
PBC-WO#60 Central&Jupiter CIPP	\$ 582,356.09	2020	Palm Beach County
WO #61-7479 Central Industrial	\$ 44,182.56	2020	Palm Beach County
WO#62 Orchard Way & Woodbine	\$ 69,238.76	2020	Palm Beach County
WO#63-PBC-Davis Rd & Berkshire	\$ 23,027.87	2020	Palm Beach County
WO# 64-PBCE-155th PI & 70th Tr	\$ 26,253.06	2020	Palm Beach County
WO# 65-904 Flamango Lake Dr	\$ 35,361.40	2020	Palm Beach County
PBC-WO#66 Jog Road	\$ 16,937.53	2020	Palm Beach County
WO#68-Orleans Ct Emergency	\$ 7,930.96	2020	Palm Beach County
PBC-WO#69-Lox Riv Floating	\$ 9,136.31	2020	Palm Beach County
PBC-WO#71-Congress N 26th St	\$ 4,165.96	2020	Palm Beach County
WO#73-Foxwood Circle-CIPP	\$ 75,102.61	2020	Palm Beach County
WO#74-Roebuck Rd & RockingCIPP	\$ 35,479.33	2020	Palm Beach County
WO#76-Charleston & Heathley Dr	\$ 26,212.35	2020	Palm Beach County
WO#80-10087 Trailwood- CIPP	\$ 58,031.15	2020	Palm Beach County
WO#83-4679 Brooks Ave CIPP	\$ 52,492.79	2020	Palm Beach County
WO#86-Balmoral Blvd CIPP	\$ 82,895.47	2020	Palm Beach County
WO#87-3861 Barkis Ave CIPP	\$ 52,828.19	2020	Palm Beach County

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
PBC-4684 Brook Dr-CIPP	\$ 19,229.56	2020	Palm Beach County
PBC- Woolbright&Seacrest CIPP	\$ 9,967.45	2020	Palm Beach County
PBC-3064 Florida Blvd CIPP	\$ 54,411.07	2020	Palm Beach County
Lift Station T-04 Rehab	\$ 195,172.81	2020	Palm Beach County
Spruce Avenue -WO# 04	\$ 282,837.00	2020	Brevard County Board of County Comm
Avila & Grandview & Park WO#5	\$ 227,153.98	2020	Dania Beach
Sanitary SewerStorm Pilot-WO#7	\$ 28,704.43	2020	City of West Palm Beach
Spruce Ave-47th and 53rd WO#8	\$ 36,920.00	2020	City of West Palm Beach
Henrietta Ave - 7th & 9th WO#9	\$ 38,162.00	2020	City of West Palm Beach
CWPB-WO#15-Hillcrest Blvd CIPP	\$ 68,040.00	2020	City of West Palm Beach
CWPB-Roseland Dr-Phase 1 CIPP	\$ 12,810.00	2020	City of West Palm Beach
CWPB-Roseland Dr-Phase 2 CIPP	\$ 26,094.00	2020	City of West Palm Beach
Pinewood Stormwater Replace	\$ 255,372.00	2020	City of West Palm Beach
Replace 24in ARV MH	\$ 42,114.21	2020	City of West Palm Beach
Pinewood #2 - PBC	\$ 163,256.00	2020	City of West Palm Beach
WPB-LS 97 Emergency Repair	\$ 28,740.00	2020	City of West Palm Beach
MH & LS Rehab - Citrus County	\$ 120,710.00	2020	Citrus County Utility Operations
Clay County CIPP Services	\$ 47,952.00	2020	Citrus County Utility Operations
Campridge Lane	\$ 29,298.00	2020	Clay County
CR220/Angora Bay Lining CIPP	\$ 68,134.00	2020	Clay County
Clay County-PO #5 CIPP	\$ 27,566.00	2020	Clay County
Clay-CR15A Quad Culvert CIPP	\$ 88,380.00	2020	Clay County
Sanitary Sewer & Manholes	\$ 312,247.75	2020	Clay County
WUD 16-027-2017 Telemetry	\$ 1,066,701.46	2020	Clay County
Palm Beach Cnty Lining 17-016	\$ 932,993.89	2020	City of Clearwater
US 27 Sebring	\$ 52,614.70	2020	Palm Beach County
FDOT- US 98 Sebring	\$ 13,041.90	2020	FDOT District 1
Ashton Dr & US 98	\$ 6,585.60	2020	FDOT District 1
US 98 Sebring Lakeview Dr-CIPP	\$ 40,303.90	2020	FDOT District 1
FDOT-Desilting E1Q95-R2	\$ 150,446.95	2020	FDOT District 1
Electrical Improvemnts LS 1043	\$ 57,197.75	2020	FDOT District 1
Lift Station 8148 Rehab	\$ 226,888.45	2020	FDOT District 4
SW 5th St Gravity Main	\$ 45,051.33	2020	Palm Beach County
SW 3rd St Gravity	\$ 108,420.15	2020	Palm Beach County
WTP 8 Gravity Sewer	\$ 55,695.21	2020	Palm Beach County
LS 8116 Gravity Sewer	\$ 342,028.37	2020	Palm Beach County
Red Road Emergency Repair	\$ 44,362.50	2020	Palm Beach County
SW 100th Avenue - Emergency	\$ 24,600.00	2020	Palm Beach County
Miramar Pkwy and Sykes FM Emer	\$ 37,700.00	2020	City of Miramar
SW 69th FM 10in - Miramar	\$ 46,950.00	2020	City of Miramar
Red Rd & Miramar Pkwy 8 in	\$ 34,300.00	2020	City of Miramar
Homestead I & I - CIPP	\$ 488,840.00	2020	City of Miramar
Coral Shores 5-Locations CIPP	\$ 131,446.75	2020	Homestead
110 39th St Ct NW - CIPP	\$ 12,710.00	2020	Manatee County
201 Mangellan - CIPP	\$ 11,165.00	2020	Manatee County
CR 675 - CIPP	\$ 11,945.00	2020	Manatee County
Flamingo Cay - CIPP	\$ 202,511.25	2020	Manatee County
Manatee-Varioues Areas- CIPP	\$ 334,857.25	2020	Manatee County
Manatee-48 & 72 Lining CIPP	\$ 120,575.00	2020	Manatee County

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Manatee- Hickory Hammock CIPP	\$ 350,419.25	2020	Manatee County
Manatee-Radcliffe Place-CIPP	\$ 281,430.25	2020	Manatee County
8 - Locations - Polk 17-326	\$ 251,918.00	2020	Manatee County
Asherwoods - Avon Park CIPP	\$ 234,490.00	2020	Polk County
Lake Marion W-Laynewade CIPP	\$ 353,735.00	2020	Polk County
CIPP Hickory-Lakeview-Sagewood	\$ 232,405.00	2020	Polk County
PBG - SW Infrastructure - 2019	\$ 249,952.00	2020	Palm Beach Gardens
PBG-Dorian Emergency Pumps	\$ 23,400.00	2020	Palm Beach Gardens
PBG - SW Infrastructure 2019R	\$ 249,611.00	2020	Palm Beach Gardens
Pipe Lining - Charlotte 01	\$ 386,406.40	2020	Solid Waste Authority PBC
Pipe Lining - Charlotte 03	\$ 99,944.60	2020	Charlotte County
Pipe Lining-Charlotte 04 CIPP	\$ 201,339.76	2020	Charlotte County
Charlotte - PO2018003451	\$ 71,306.00	2020	Charlotte County
Charlotte 07-PO2018003659 CIPP	\$ 56,145.00	2020	Charlotte County
Charlotte 08-PO2019000288 CIPP	\$ 22,212.00	2020	Charlotte County
Charlotte 09 Navigator CIPP	\$ 237,478.30	2020	Charlotte County
Charlotte 10-PO2019001302 CIPP	\$ 66,740.33	2020	Charlotte County
Charlotte 11-PO2019001461 CIPP	\$ 274,134.93	2020	Charlotte County
Pipe Lining- Charlotte 12 CIPP	\$ 86,124.00	2020	Charlotte County
Charlotte 13-PO2019001431 CIPP	\$ 125,423.00	2020	Charlotte County
Charlotte 14-PO2019001980 CIPP	\$ 63,298.00	2020	Charlotte County
Charlotte 15- CIPP	\$ 80,085.00	2020	Charlotte County
Charlotte 16-2019002651 CIPP	\$ 51,082.30	2020	Charlotte County
Charlotte 17- CIPP	\$ 201,680.20	2020	Charlotte County
Charlotte 18- CIPP	\$ 15,260.00	2020	Charlotte County
Charlotte 19- CIPP	\$ 262,304.28	2020	Charlotte County
Charlotte 21- CIPP	\$ 117,598.96	2020	Charlotte County
Cape Coral - PO# 46977 CIPP	\$ 336,979.50	2020	Charlotte County
Cape Coral - PO# 47850 CIPP	\$ 112,800.00	2020	Cape Coral
Cape Coral - PO# 48056	\$ 7,455.00	2020	Cape Coral
Progresso Village Stormwater	\$ 72,479.00	2020	Cape Coral
SW 4th Ave - Progresso	\$ 26,973.00	2020	Cape Coral
Riverland Road Basins CIPP	\$ 8,911.00	2020	Fort Lauderdale
FTL-SS & Basin Peele WTP- CIPP	\$ 7,824.00	2020	Fort Lauderdale
FTL-DSD Fire House CIPP	\$ 2,304.00	2020	Fort Lauderdale
FTL-DSD Build CIPP	\$ 9,970.00	2020	Fort Lauderdale
FTL-Mills Pond Park CIPP	\$ 4,580.00	2020	Fort Lauderdale
FTL-Fire Station 3-FS49 CIPP	\$ 1,469.00	2020	Fort Lauderdale
FTL-US Customs- CIPP	\$ 4,159.00	2020	Fort Lauderdale
FTL-Joseph Carter Park CIPP	\$ 5,350.00	2020	Fort Lauderdale
SWA - Pipe Valve Replacement	\$ 16,180.36	2020	Fort Lauderdale
SWA-LW-Park Ridge Outfall L-14	\$ 14,310.00	2020	Fort Lauderdale
Point Repair - Lauderhill	\$ 43,500.00	2020	Solid Waste Authority PBC
NW 50th & NW 22 Pt Repair	\$ 25,600.00	2020	Solid Waste Authority PBC
Lift Station # 54	\$ 11,700.00	2020	Lauderhill
Lauderdale By The Sea CIPP2017	\$ 456,176.10	2020	Lauderhill
Sanitary Sewer Lateral-Emerg	\$ 95,000.00	2020	Lauderdale-By-The-Sea
Cypress Lake III- HOA	\$ 123,280.00	2020	City of West Palm Beach
Cypress Lakes Master Assoc	\$ 785,158.00	2020	Deerfield Beach

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Cypress Lakes Plat 9	\$ 10,706.00	2020	Cypress Lake HOA
LS 8146 Canal Bank	\$ 44,629.62	2020	Palm Beach County
Atlantic Emergency 14 FM Valve	\$ 33,850.00	2020	Palm Beach County
Winikoff 2nd Repair	\$ 35,260.00	2020	Palm Beach County
Southern & Arden Emergency	\$ 28,805.00	2020	Palm Beach County
Pahokee WWTP Leak Stop	\$ 4,925.00	2020	Palm Beach County
FL Turnpike Main Break	\$ 79,685.00	2020	Palm Beach County
BG WWTP Leak Stop PBC	\$ 11,685.00	2020	Palm Beach County
Haverhill Rd WM- Emerg	\$ 36,508.00	2020	Palm Beach County
S Military Trail ER Repair	\$ 41,754.02	2020	Palm Beach County
BG WWP Grit Separator Coating	\$ 26,088.00	2020	Palm Beach County
Hagen ETPS Flow Meter	\$ 9,386.16	2020	Palm Beach County
Hagen WAS 2-3 Flow Meter	\$ 4,393.76	2020	Palm Beach County
18" Aerial Emerg- PBC	\$ 118,237.50	2020	Palm Beach County
18" Aerial Emerg-North-PBC	\$ 105,275.00	2020	Palm Beach County
PBC-Pahokee WWTP Pipe #2 Leak	\$ 3,590.00	2020	Palm Beach County
PBC-Pahokee WWTP Pipe #3 Leak	\$ 3,590.00	2020	Palm Beach County
PBC-LS 151 Gravity Repair	\$ 79,112.50	2020	Palm Beach County
PBC-Belle Glade 20in FlowMeter	\$ 17,263.70	2020	Palm Beach County
Lift Station 139 Minor Rehab	\$ 41,200.00	2020	Palm Beach County
Sand Dollar LS 3 & 4 Repairs	\$ 123,413.79	2020	Mulberry, City of
Lift Station # 38	\$ 29,860.00	2020	Sunrise
Rehab 8 Lift Stations	\$ 530,838.79	2020	St. Johns County
Miramar LS 17	\$ 48,987.00	2020	Bradenton
Hibiscus & Baynon	\$ 86,106.00	2020	Altamonte Springs
Park Avenue	\$ 57,385.00	2020	City of Miramar
Storm Water Video Inspections	\$ 46,006.64	2020	City of Delray Beach
Cypress Drive 60" CCTV	\$ 110,110.00	2020	Lake Park, Town of
Lake Park-Kalmia&Flagler CIPP	\$ 18,603.20	2020	Lake Park, Town of
Lake Park-Joint Seal Cyp CIPP	\$ 6,500.00	2020	Lake Park, Town of
Lift Station #44 - CWPB	\$ 755,702.11	2020	Lake Park, Town of
Blue Cypress Lake Rd Culvert	\$ 93,080.00	2020	Granite Property Development
LS Wet Wells & WWTP	\$ 3,111.75	2020	City of West Palm Beach
22nd Ave West 18 in Storm CMP	\$ 14,470.00	2020	Hollywood, City of
FTL-Emergency Pumping CIPP	\$ 222,660.00	2020	North Lauderdale, City of
Loxahatchee - Phase 2	\$ 346,491.92	2020	Fort Lauderdale
Loxahatchee Manhole Coating	\$ 63,398.93	2020	Loxahatchee River District
Loxahatchee Penn Park CIPP	\$ 273,866.95	2020	Loxahatchee River District
Jupiter Harbor-LS 97&58 CIPP	\$ 83,823.14	2020	Loxahatchee River District
LRD-Jupiter-MH Rehab #2	\$ 26,601.07	2020	Loxahatchee River District
LRD- LS #001- Circle W Rd CIPP	\$ 13,340.00	2020	Loxahatchee River District
Earman River Trans Pump Stat	\$ 354,708.74	2020	Loxahatchee River District
Airport - Asphalt Repair	\$ 9,794.79	2020	Loxahatchee River District
Drain Repair - Airfield	\$ 23,950.00	2020	Village of North Palm Beach
PBC-PBIA Airport Parking Lot	\$ 76,052.07	2020	West Palm Beach, Palm Beach County
Seminole County 7 LS Rehab	\$ 291,387.28	2020	Palm Beach County
MH and LS Rehabilitation	\$ 54,012.16	2020	Palm Beach County
CWPB Lift Station 73 Rehab	\$ 9,709.48	2020	Seminole County
FPUA - Rehab 20 Manholes	\$ 74,649.72	2020	Sebring

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
FPUA-5 MH's End of Fiscal 2019	\$ 28,627.26	2020	City of West Palm Beach
FPUA-MH Rehab 2020 Round #1	\$ 70,528.44	2020	Fort Pierce Utility Authority
FPUA- MH Rehab 2020 R1-2	\$ 13,783.20	2020	Fort Pierce Utility Authority
FPUA-FY 2020 MH 62-07	\$ 6,129.20	2020	Fort Pierce Utility Authority
FPUA-FY 2020 Round 3 Final	\$ 11,402.32	2020	Fort Pierce Utility Authority
Manhole Rehab - Tarpon Springs	\$ 33,575.00	2020	Fort Pierce Utility Authority
Canoe Creek Drainage	\$ 99,764.00	2020	Martin County Board of County Comm
Delmar St 36in	\$ 54,915.00	2020	Martin County Board of County Comm
Exfiltration SE Lanham	\$ 32,540.00	2020	Martin County Board of County Comm
SE Indian St CIPP	\$ 49,110.00	2020	Martin County Board of County Comm
Gomez and Soundings CIPP	\$ 23,400.00	2020	Martin County Board of County Comm
Palm Lake Park MC	\$ 1,044,626.41	2020	Martin County Board of County Comm
Sugar Hill Outfall-CIPP	\$ 49,290.00	2020	Martin County Board of County Comm
NE Jensen Beach CIPP	\$ 25,428.00	2020	Martin County Board of County Comm
SW Murphy Road Liner CIPP	\$ 25,075.00	2020	Martin County Board of County Comm
MC-Rio Nature Park- Jensen	\$ 25,810.00	2020	Martin County Board of County Comm
Martin-SW Carl Metz Lane CIPP	\$ 44,550.00	2020	Martin County Board of County Comm
Martin-NE Barbara Dr CIPP	\$ 33,060.00	2020	Martin County Board of County Comm
Martin-NE Silvia& JB Blvd CIPP	\$ 79,180.00	2020	Martin County Board of County Comm
Martin- SE Bayshore Terr CIPP	\$ 23,260.00	2020	Martin County Board of County Comm
Emerg Sewer Repair - Seaport	\$ 20,675.00	2020	Martin County Board of County Comm
W Main Irrigation Pump Station	\$ 919,779.48	2020	St Lucie West Services District
Lift Station 40 - Top Replace	\$ 9,300.00	2020	St. Lucie West Services District
Rock Creek Manholes	\$ 17,664.95	2020	Martin County Board of County Comm
Utilities Complex Electrical	\$ 19,780.00	2020	Cooper City Utilities
Lift Station #16 Piping	\$ 12,020.00	2020	Brevard County Board of County Comm
Emergency - Belle Glade SEPTIC	\$ 38,325.00	2020	Cooper City Utilities
Greenwood Boulevard	\$ 249,505.00	2020	Cooper City Utilities
Garden Lakes	\$ 78,357.00	2020	Palm Beach County
Regency Oaks	\$ 9,148.50	2020	Seminole County
Deerfield MH Rehab 2018	\$ 35,102.50	2020	Deerfield Beach
Lands End & Spoonbill Road	\$ 17,500.00	2020	Mangonia Park
Rehab & Infrastructure - 0983	\$ 184,872.00	2020	Deerfield Beach
Delray- SS & SW Rehab- CIPP	\$ 246,331.60	2020	Town of Manalapan
Brevard- 300 N Courtenay Pkwy	\$ 122,175.00	2020	City of Delray Beach
Seminole Tribe - CIPP	\$ 100,760.00	2020	City of Delray Beach
Legacy Cove Manhole Rehab	\$ 41,900.00	2020	Brevard County Board of County Comm
Leilani Heights MH Rehab	\$ 25,900.00	2020	The Seminole Tribe of Florida
Port Salerno MH Rehab	\$ 13,380.00	2020	Martin County Board of County Comm
Martin-Port Sewall MH Rehab	\$ 15,900.00	2020	Martin County Board of County Comm
Martin-Mariner Sands MH Rehab	\$ 33,900.00	2020	Martin County Board of County Comm
Martin- Miles Grant MH Rehab	\$ 24,950.00	2020	Martin County Board of County Comm
Martin-Pinelake Village MH Re	\$ 9,190.00	2020	Martin County Board of County Comm
Lift Station #10 - Cooper	\$ 102,022.50	2020	Martin County Board of County Comm
Largo-Cove Lane SSWR- CIPP	\$ 26,434.00	2020	Martin County Board of County Comm
LS# 80 - Top Slab	\$ 8,700.00	2020	City of Largo
Lauderhill-LS#21 Repair	\$ 14,070.00	2020	FDOT District 4
Lauderhill-LS #44 Emergency	\$ 30,000.00	2020	Cooper City Utilities
Lauderhill-LS 53	\$ 40,300.00	2020	Lauderhill

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Lauderhill-LS #38 Emerg Bypass	\$ 19,800.00	2020	Lauderhill
Lauderhill-Emerg Vac Services	\$ 8,900.00	2020	Lauderhill
Lift Station #4 Minor Rehab	\$ 89,947.20	2020	Lauderhill
Water/Sewer Lines Abandonment	\$ 81,981.41	2020	Lauderhill
Pescaya Village	\$ 9,452.00	2020	City of Lauderdale Lakes
Lift Station #83 - Rehab	\$ 52,862.00	2020	Mangonia Park
Flotech FDOT	\$ 50,529.50	2020	Aramis Alvarez Architect
Kent PS-05 Village Palm Spring	\$ 656,385.89	2020	The Seminole Tribe of Florida
8in Gravity Sewer-Zephyrhills	\$ 326,649.36	2020	The Seminole Tribe of Florida
Global - Liner Repairs	\$ 6,000.00	2020	Loxahatchee River District
Kanner Highway Stuart	\$ 10,869.95	2020	One Time Customers
Stuart-E Madison Ave MH&CIPP	\$ 62,470.02	2020	Indian River County
Stuart-Colorado Ave CIPP	\$ 11,993.06	2020	City of Stuart
Seacoast - Sanitary LS	\$ 57,400.00	2020	City of Stuart
Cresthaven Lift Station - Emer	\$ 9,330.00	2020	Seacoast Utility Authority
Lift Station 5133 Emer Repairs	\$ 57,200.00	2020	Polk County
Civil Sur- Polk County CIPP	\$ 87,123.50	2020	Village of Palm Springs
Ft. Laud - SS Storm CIPP	\$ 26,424.00	2020	Palm Beach County
FTL-Clean & TV PS 23 CIPP	\$ 13,707.00	2020	CivilSurv Design Group Inc.
Delray-Comorant Outfall Repair	\$ 15,032.00	2020	Fort Lauderdale
Delray-Racquet Club Jaeger Dr	\$ 101,822.00	2020	City of Delray Beach
Delray-NE 1st Court Wastop Ins	\$ 7,255.00	2020	City of Delray Beach
Village Palm Springs-Price LS	\$ 5,000.00	2020	City of Delray Beach
ER Repair- Lake Clark Gardens	\$ 53,182.00	2020	City of Delray Beach
Lake Park- Palmetto Dr SW CIPP	\$ 66,880.00	2020	Village of Palm Springs
Santa Rosa County CIPP	\$ 315,400.00	2020	Village of Palm Springs
Cooper-SS Rehab 2019-7058 CIPP	\$ 64,834.00	2020	Lake Park, Town of
Cooper-SW 88th Terr CIPP	\$ 106,354.00	2020	Santa Rosa County
Cooper-Rock Creek MH	\$ 22,800.00	2020	Cooper City Utilities
Cooper-Stonebridge Pkwy MH	\$ 14,250.00	2020	Cooper City Utilities
River Ridge Grout- CIPP	\$ 2,650.00	2020	Cooper City Utilities
River Ridge-18451 LakesideCIPP	\$ 18,500.00	2020	KLOO Management, LLC
River Ridge- 30" Clean & CCTV	\$ 6,465.00	2020	KLOO Management, LLC
Weston-Emerg Water Serv Repair	\$ 6,649.50	2020	KLOO Management, LLC
Weston- Passion Vine Cir WM	\$ 7,825.13	2020	City of Weston
Weston-1200 Leeward Way	\$ 8,193.90	2020	City of Weston
Weston-4259 Seneca Ave	\$ 7,669.20	2020	City of Weston
Weston-1259 Seagrape Circle	\$ 1,782.00	2020	City of Weston
Weston-1108 Waterbrook Lane	\$ 6,897.00	2020	City of Weston
Weston-1212 Terrystone Court	\$ 2,881.00	2020	City of Weston
Naples-PO# 19-00790-00 CIPP	\$ 297,000.00	2020	City of Weston
Naples-PO#19-00849-00 CIPP	\$ 49,923.00	2020	City of Weston
Naples-PO# 1900938-00 CIPP	\$ 9,800.00	2020	City of Naples
Naples-PO# 1900937-00 CIPP	\$ 8,244.00	2020	City of Naples
Naples- PO# 2000361-00 CIPP	\$ 33,612.00	2020	City of Naples
Naples-PO 2000753-00 CIPP	\$ 40,299.00	2020	City of Naples
Mangonia Park- Emer Pump CIPP	\$ 3,150.00	2020	City of Naples
ECUA-Pensacola-SummitBlvd CIPP	\$ 84,656.00	2020	Mangonia Park
ECUA-A-5 North-Phase 1 CCTV	\$ 131,256.00	2020	Emerald Coast Utilities Authority

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Harbour Town Estate Storm CIPP	\$ 29,515.50	2020	Emerald Coast Utilities Authority
Greenacres-Drainage Imp Ph 5	\$ 165,533.00	2020	Emerald Coast Utilities Authority
TOPB-E-1 Lift Station Imp	\$ 221,205.00	2020	Harbour Landings Estates
IRC-Vero-WWTP MH Reh	\$ 7,805.00	2020	Town of Palm Beach
Lox River Dist- LS 62 Emer Gen	\$ 44,750.00	2020	Indian River County
Lox River Dist- LS 43 Emer Gen	\$ 35,000.00	2020	Indian River County
PBC-WO#1- Kingston Dr ADA	\$ 8,606.00	2020	The Village of Wellington
PBC-WO#2- Northtree Sub ADA	\$ 6,616.00	2020	Altamonte Springs
PBC-Sandalfoot Sub PH5	\$ 8,954.00	2020	Palm Beach County
PBC-Maxwell Dr- End of Jog Rd	\$ 1,650.00	2020	Palm Beach County
STOF-Immokalee-Sem Casino CCTV	\$ 12,152.52	2020	Palm Bay
STOF-Immokalee-MH Rehab	\$ 32,032.14	2020	Seminole County
Palm Beach Traveler RV Park	\$ 27,800.00	2020	The Seminole Tribe of Florida
FTL-Mills Pond Gravity	\$ 23,900.00	2020	Palm Beach Traveler RV Park
Okeechobee-SE 40th Ave- CIPP	\$ 10,171.00	2020	The Seminole Tribe of Florida
CC-Naples- 95th Ave N CIPP	\$ 856.40	2020	Cooper City Utilities
Lee-110 Andros Street CIPP	\$ 33,256.85	2020	Cooper City Utilities
Lee-5980 Dickenson Court CIPP	\$ 30,711.90	2020	Douglas N. Higgens, Inc.
Lee- Bonita Beach Rd CIPP	\$ 86,657.10	2020	Lee County Finance Dept.
Oakmont Clean & CCTV CIPP	\$ 2,400.00	2020	Lee County Finance Dept.
LRD-Hurricane Generators	\$ 7,559.98	2020	Brevard County Board of County Comm
Clewiston-Emergency MLS Bypass	\$ 12,650.00	2020	Seacoast Utility Authority
Lauderhill-Emergency CP Rep	\$ 68,300.00	2020	City of Clewiston
Stuart-Water & Wastewater Rep	\$ 12,560.00	2020	Lauderhill
Stuart- Madison MH & CIPP	\$ 26,880.00	2020	Ranger Construction Industries
Stuart-10th & Ocean CIPP	\$ 18,850.00	2020	City of Stuart
Pospiech-Haines City 15" CIPP	\$ 16,243.60	2020	City of Stuart
RD Plumb-3300 NE 36th St CIPP	\$ 13,200.00	2020	Pospiech Contracting Inc.
RD Plumbing-10200 W SR 84 CIPP	\$ 2,841.00	2020	Palm Beach County
RD Plumb-3300 NE 36th St CIPP	\$ 71,585.00	2020	RD Plumbing & Sewer, Inc.
Sarasota-Monica Parkway CIPP	\$ 14,033.90	2020	RD Plumbing & Sewer, Inc.
CG Plumb- 7851 Miller Rd CIPP	\$ 27,550.00	2020	Sarasota County Government
Travelodge LS Diagnosis & Rep	\$ 9,950.00	2020	Coral Gables Plumbing
Pipers Land- Palm City 2 CIPP	\$ 6,400.00	2020	City of Miramar
Pipers-West Guard Gate CIPP	\$ 4,484.00	2020	Piper's Landing Yacht&Country Club
Pipers-Guard Gate Lining CIPP	\$ 16,290.00	2020	Piper's Landing Yacht&Country Club
Delray-LS 84- Emergency Riser	\$ 8,680.00	2020	City of Delray Beach
Delray- LS 18 Rehab	\$ 13,340.00	2020	City of Delray Beach
Delray-Lift Station 34A	\$ 29,000.00	2020	City of Delray Beach
Noble-6795 Taft St- FM Repair	\$ 14,350.00	2020	City of Delray Beach
Manalapan-Emerg Jetting CIPP	\$ 3,500.00	2020	Town of Lantana
Mangonia- Emerg WM Repair	\$ 16,000.00	2020	Village of Tequesta
PC-Trenchless Pipe Rehab CIPP	\$ 75,270.00	2020	Palm Bay
NPBCID- Unit 31 Cleaning CIPP	\$ 70,364.00	2020	City of Palm Coast
NPBCID-Unit 45 Cleaning CIPP	\$ 92,005.00	2020	North Palm Beach County Improvement
Flotech-FTL Emergency CIPP	\$ 6,000.00	2020	North Palm Beach County Improvement
LRD-IQ #507 Electrical Upgrade	\$ 4,800.00	2020	Flotech Environmental LLC
LRD-IQ #506 Electrical Upgrade	\$ 4,990.00	2020	Noble Properties, LTD.
LRD-IQ #501 Electrical Upgrade	\$ 4,990.00	2020	Loxahatchee River District

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
LRD-LS 180- Electrical Upgrade	\$ 3,100.00	2020	Loxahatchee River District
Delray-808 Seasage SW Pipe	\$ 6,300.00	2020	Loxahatchee River District
Stuart-St. Lucie Crescent CIPP	\$ 16,309.53	2020	PSI Technologies Inc.
GML-Englewood- EBCO Punch CIPP	\$ 10,000.00	2020	GML Coatings, LLC
WestCon-Tamarac Clean & CCTV	\$ 6,300.00	2020	GML Coatings, LLC
CBRE-Jupiter Vactor Serv CIPP	\$ 16,428.00	2020	West Construction, Inc.
Cypress Trails- Clean & TV	\$ 2,550.00	2020	Village of Tequesta
B&C-162 Ivey Hall Road SC CIPP	\$ 59,400.00	2020	Martin County Board of County Comm
421 Northlake- Vac Truck CIPP	\$ 1,500.00	2020	Town of Manalapan
PB Shores- TV Outfall CIPP	\$ 3,600.00	2020	Brevard County Board of County Comm
TA Loving-Goldsboro-Sewer CIPP	\$ 118,715.00	2020	Polk County
SWA-Leachate Pipe Lining CIPP	\$ 28,513.50	2020	Palm Beach County
CWPB-Australian Liner Repair	\$ 70,935.00	2020	Palm Beach Gardens
Coastal Bay-Pump SU Dewatering	\$ 3,300.00	2020	Georgetown POA
Wellfield System 9	\$ 1,514,045.45	2021	Palm Beach County
CD01 WM Imp. Zone 2-3 & 4	\$ 1,013,382.38	2021	Palm Beach
FTL-10in Wastop Valve NE 31st	\$ 5,400.00	2021	Fort Lauderdale
FTL-SW 5th St & SW 2nd CIPP	\$ 11,361.00	2021	Fort Lauderdale
FTL-745 NE 20th Ave	\$ 11,605.00	2021	Fort Lauderdale
FTL-2140 Tanbark Lane CIPP	\$ 46,154.15	2021	Fort Lauderdale
PBC-5341 Pennock Point Rd	\$ 174,140.03	2021	Jupiter
WO#11 Sophia Dr Phase 1 CIPP	\$ 35,624.00	2021	West Palm Beach
CWPB-WO#13-Booker Ave CIPP	\$ 16,259.00	2021	West Palm Beach
CWPB-WO#14-36th Street CIPP	\$ 34,948.00	2021	West Palm Beach
CWPB-622 & 715 Belvedere CIPP	\$ 12,715.00	2021	West Palm Beach
CWPB-306 Forest Hill Blvd CIPP	\$ 17,450.00	2021	West Palm Beach
CWPB-WO#20- PB Lakes CIPP	\$ 1,000.00	2021	West Palm Beach
FDOT E1Q95-R1 Wd#3	\$ 30,406.85	2021	Palm Beach
E4S32-R1 - NPDES MARTIN CIPP	\$ 315,927.54	2021	Martin County
Manatee-3rd 49th & Mage CIPP	\$ 94,395.00	2021	Bradenton
Manatee-48th Ave W & 54th CIPP	\$ 154,753.75	2021	Manatee
Manatee-Crescent Dr&Gulf CIPP	\$ 25,747.43	2021	Manatee
FTL- Holiday Park Ball CIPP	\$ 13,566.00	2021	Fort Lauderdale
SWA-MH & LS Inspections	\$ 14,400.00	2021	West Palm Beach
Winikoff Point Repair	\$ 88,897.50	2021	Palm Beach County
Pahokee WWTP-Pipe Repair	\$ 3,590.00	2021	Pahokee
Sanitary Sewer - Mulberry	\$ 2,077,611.21	2021	Mulberry
Lake Park- 704-722 W Ilex CIPP	\$ 22,509.00	2021	Lake Park
FPUA-LS39 LS 53 13th St	\$ 43,096.72	2021	Fort Pierce
FPUA- MH Rehab March 2021	\$ 53,596.96	2021	Fort Pierce
Martin-Dixie & MLK CIPP	\$ 19,361.00	2021	Stuart
Martin-Bent Banyan CIPP	\$ 31,292.00	2021	Stuart
Martin-Circle & Hazard CCTV	\$ 12,184.00	2021	Martin County
Martin-Dixie Jensen Held Grout	\$ 50,720.00	2021	Stuart
Sykes Creek Regional WWTF	\$ 979,963.65	2021	Brevard
Hollywood 8 FM Connection	\$ 81,275.50	2021	Hollywood
E5U98 - FDOT Drainage Repair	\$ 295,701.40	2021	FDOT District 5
LRD-LS 94 Drop Bowl Install	\$ 2,050.00	2021	Jupiter
CC- Cooper Estates CIPP	\$ 168,356.00	2021	Cooper City

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Storm Sewer River Ridge - CIPP	\$ 39,285.00	2021	River Ridge
River Ridge- R Ridge Rd CIPP	\$ 31,250.00	2021	Tequesta
Weston-2609 Center Ct Drive	\$ 7,598.26	2021	Weston
Weston-4285 Diamond Dr	\$ 4,785.00	2021	Weston
Weston - 3 Village Rd Saddle	\$ 3,348.30	2021	Weston
Weston-598 Spinnaker	\$ 2,431.00	2021	Weston
Weston-1051 Laguna Springs Dr	\$ 1,361.26	2021	Weston
Weston - FH install S. Post Rd	\$ 12,874.41	2021	City of Weston
Naples-4700 Gulf Shore CIPP	\$ 99,517.00	2021	Naples
Naples-71 Putter Point CIPP	\$ 23,076.00	2021	Naples
Naples-383 Harbour Drive CIPP	\$ 16,736.00	2021	Naples
ECUA-Pensacola CIPP	\$ 223,806.00	2021	Pensacola
ECUA-Pensacola-WO# CIPP-2020-3	\$ 570,559.00	2021	Pensacola
Palm Bay- Culvert Pipe Unit 32	\$ 662,107.00	2021	Palm Bay
Seminole- Storm CCTV CIPP	\$ 5,132.50	2021	Seminole County
Cooper- LS 30 Pipe Repair	\$ 6,600.00	2021	Cooper City
Lee-Winkler Rd CIPP	\$ 4,079.25	2021	Lee
Sarasota-Kensington U-1 CIPP	\$ 110,723.04	2021	Sarasota
Sarasota-Kensington U-2 CIPP	\$ 197,057.50	2021	Sarasota
Sarasota-Kensington U-3 CIPP	\$ 119,529.67	2021	Sarasota
Sarasota-StrathmoreVillas-CIPP	\$ 118,387.28	2021	Sarasota
Sarasota-Kensington U-9 CIPP	\$ 137,312.68	2021	Sarasota
Zephyrhills- Lining 2020 CIPP	\$ 403,956.21	2021	Zephyrhills
Pipers Landing-Palm City CIPP	\$ 132,324.00	2021	Palm City
VPS-Cypress Emg Lateral Repair	\$ 29,087.50	2021	Village of Palm Springs
Lantana-Clean & CCTV Sea Pines	\$ 19,050.00	2021	Lantana
Highland-A1A Crosswalk Landing	\$ 39,480.00	2021	Highland Beach
Highland-Bel Lido Vactor	\$ 3,750.00	2021	Highland Beach
LRD-LS 204- Replace FPL Wires	\$ 5,673.61	2021	Jupiter
LRD-IQ 34 Repair	\$ 4,850.00	2021	Jupiter
Polk- Various Locations CIPP	\$ 192,882.00	2021	Polk
Portage Landing HOA- NPB CIPP	\$ 15,400.00	2021	North Palm Beach
Maestre-Australian Ave CIPP	\$ 19,469.50	2021	West Palm Beach
TOPB-Windsor Court CIPP	\$ 37,495.00	2021	Palm Beach
PSI-Aviara Town Homes CIPP	\$ 750.00	2021	Lake Worth
Stuart-Manhole Rehab	\$ 24,262.03	2021	Stuart
Lanzo-Emerg Cutter Truck CIPP	\$ 5,000.00	2021	Wellington
GML-Englewood Sewer CIPP	\$ 194,504.40	2021	Englewood
WestCon-MH CLeanout Riviera	\$ 9,750.00	2021	Riviera Beach
Hardesty-27th St BradentonCIPP	\$ 11,277.89	2021	Bradenton
Charlotte-Sunset Blvd CIPP	\$ 79,796.00	2021	East Punta Gorda
Charlotte-Antis Dr CIPP	\$ 104,048.00	2021	Rotunda Lakes
Charlotte- County Landfill	\$ 92,580.00	2021	Punta Gorda
Charlotte-Brewton Ave CIPP	\$ 6,720.00	2021	Englewood
Charlotte - San Cristobal Ave	\$ 56,408.00	2021	San Cristobal Ave, Punta Gorda FL
Charlotte - 13284 Englewood Rd	\$ 23,860.00	2021	13284 Englewood Rd, Port Charlotte FL
FLSKY-Cypress Trails-Survey	\$ 2,500.00	2021	Boca Raton
Wellington-Montauk Dr CIPP	\$ 240,370.00	2021	Wellington
CWR-Prima Vista St Lucie CIPP	\$ 25,060.00	2021	St Lucie

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Manalapan-Storm Cleaning CIPP	\$ 2,300.00	2021	Manalapan
Brevard-Merritt&Melbourne CIPP	\$ 24,023.00	2021	Brevard
Polk- Lake Thomas Phase 1 CCTV	\$ 51,017.50	2021	Winterhaven
Palm Bay-462 Breakwater CIPP	\$ 15,480.00	2021	Palm Bay
LRD-Inject Well Pipe Repairs	\$ 12,780.00	2021	Jupiter
LRD-SE Cassia Asphalt Repair	\$ 1,762.50	2021	Jupiter
PBG-595 Riverside Dr CIPP	\$ 12,160.00	2021	Palm Beach Gardens
Ocean Condo- 570 Ocean Dr CIPP	\$ 6,000.00	2021	Juno Beach
MWI-Bethesda Hospital- Boynton	\$ 181,820.00	2021	Boynton Beach
MWI-Kings Point - Delray	\$ 4,150.00	2021	Delray
Wellington-Mulberry Place	\$ 11,955.00	2021	Wellington
Wellington-Flying Cow	\$ 9,930.00	2021	Wellington
Plantation-Pine Terr MH Rehab	\$ 11,100.00	2021	Plantation
Lantana-Lantana Emerg Pumping	\$ 139,100.00	2021	Lantana
PGAHOA- PGA National Clean&TV	\$ 2,600.00	2021	Palm Beach Gardens
VNPB-Lighthouse Dr CIPP	\$ 83,160.00	2021	North Palm Beach
Miramar- Sewer Rehab at LS61	\$ 57,100.00	2021	Miramar
Bartow-2021 Sewer Main Re CIPP	\$ 3,233.00	2021	Bartow
Bartow-2021 Manhole Rehab CIPP	\$ 11,150.00	2021	Bartow
TGR- Golf Course Storm Clean	\$ 35,100.00	2021	Jupiter
St Lucie- Sandia Ave CIPP	\$ 28,750.00	2021	Port St Lucie
St Lucie- Gilson Road CIPP	\$ 15,575.00	2021	Port St Lucie
St Lucie- Matthews Road CIPP	\$ 14,700.00	2021	Port St Lucie
LRD-LS 254 Clean & TV CIPP	\$ 3,400.00	2021	Jupiter
CWR-Breakfast Point Ph 4 CIPP	\$ 85,872.00	2021	Panama City
PBC- WP 9 Concrete Work	\$ 5,500.00	2021	Boca Raton
LCS- MH Leak Repairs	\$ 7,200.00	2021	Lake Clarke Shores
Clewiston - MLS Emerg ByPass	\$ 7,300.00	2021	Clewiston
TTGS PGA Village	\$ 4,800.00	2021	PGA Village, Port St Lucie, FL
Ponte Verdra Sanitary Sewer MH	\$ 210,288.50	2022	St Johns County
PBC-60th PI WM Stubs&Hydrants	\$ 458,791.99	2022	Palm Beach
PBC Chicksaw Rd-Fire Hydrants	\$ 33,665.03	2022	Lake Worth
PBC-Pahokee WM Replacement	\$ 227,095.48	2022	Pahokee
PBC-Aerial Canal Crossing P2	\$ 1,560,938.05	2022	Palm Beach County
PBC-Sandpiper & Meadowlark WM	\$ 1,641,178.08	2022	Royal Palm Beach
PBC-Belle Glade-NE 1st & 2nd	\$ 153,377.95	2022	Belle Glade
PBC-BG Utility Relocates	\$ 540,836.75	2022	Belle Glade
PBC-Hamlin Ave Deflections-Lox	\$ 205,691.70	2022	Loxahatchee
PBC-12in FM- Sandalfoot Blvd	\$ 216,880.60	2022	Boca Raton
PBC-FDOT Utility Adjust	\$ 129,041.88	2022	Delray Beach
LS Nos. 114-123-125-132-148	\$ 2,372,476.71	2022	City of Sunrise
Birch Road TO#5	\$ 56,939.50	2022	Broward
TO#7-SW 9th Terr & SW 5th PI	\$ 69,358.50	2022	Broward
TO#14-SW 21st Terr Drainage	\$ 250,710.00	2022	Fort Lauderdale
TO#15-FTL Hector Park Storm	\$ 527,020.00	2022	Fort Lauderdale
FTL-1405 SW 9th Drainage	\$ 84,710.00	2022	Fort Lauderdale
FTL-TO#20 NW 9th Ave & 6th St	\$ 36,130.00	2022	Fort Lauderdale
FTL-16 Isla Bahia CIPP	\$ 57,310.00	2022	Fort Lauderdale
FTL-400 SE 15th Street CIPP	\$ 74,240.00	2022	Fort Lauderdale

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
FTL-1201 Ponce De Leon	\$ 64,085.00	2022	Fort Lauderdale
FTL-34 Nurmi Dr	\$ 55,871.00	2022	Fort Lauderdale
FTL-112-121 Nurmi Dr	\$ 84,415.40	2022	Fort Lauderdale
WO#67-6869 Bayshore Dr	\$ 65,852.57	2022	Lake Worth
PBC-WO#70-5718 Souchak Dr	\$ 17,564.39	2022	West Palm Beach
WO#75-Charleston & Lauden Dr	\$ 31,286.34	2022	Lake Worth
WO#77-LW-4354 Melaleuca Lane	\$ 11,288.67	2022	Lake Worth
WO#78-Melaleuca & Dell Ave	\$ 6,632.69	2022	Lake Worth
WO#79-LW-Lantana & Military Tr	\$ 9,545.08	2022	Lake Worth
WO#81-6867 Hatteras Dr	\$ 17,091.70	2022	Lake Worth
WO#82-6663 Hatteras Dr	\$ 18,415.47	2022	Lake Worth
WO#84-Melaleuca & Lehto Ln	\$ 8,261.10	2022	Lake Worth
WO#85-Melaleuca Ln & 40th Way	\$ 7,556.25	2022	Lake Worth
PBC-Randolph Siding & 122nd Dr	\$ 7,741.99	2022	Jupiter Farms
PBC-WO#89-12084 Dinghy Rd	\$ 13,971.23	2022	Palm Beach Gardens
PBC-WO#92- Jog & Okeechobee	\$ 17,935.99	2022	West Palm Beach
PBC-Jupiter Village Rd	\$ 5,417.69	2022	Jupiter
PBC-Jupiter Farms Rd & 165thSt	\$ 1,800.00	2022	Jupiter Farms
PBC-WO#97-Miner Rd	\$ 22,364.07	2022	Boynton Beach
PBC-1112 Military Trail	\$ 21,768.15	2022	Jupiter
PBC-17611 Lake Park Rd	\$ 5,430.00	2022	Boca Raton
PBC-6159 Camp Lee Rd	\$ 21,560.38	2022	West Palm Beach
PBC-18711 Rio Vista Dr	\$ 61,590.15	2022	Jupiter
PBC-1493 Woodcrest Rd North	\$ 77,096.71	2022	West Palm Beach
PBC-19542 Harbor Rd S	\$ 26,546.16	2022	Jupiter
PBC- 2050 W Canal St S	\$ 62,875.00	2022	25 W Canal St S, Belle Glade, FL
PBC-17611 Lake Park Rd	\$ 120,034.55	2022	Boca Raton
CWPB-LS#5 Emergency Tankering	\$ 732,765.00	2022	West Palm Beach
Lift Stations 5-7-10	\$ 988,967.05	2022	Broward
WO#10-Henrietta 9th & PBL CIPP	\$ 32,765.98	2022	West Palm Beach
CWPB-Railroad Crossings CIPP	\$ 48,326.00	2022	West Palm Beach
Century Village and Westgate	\$ 2,530,945.31	2022	Palm Beach County
Citrus-LS and MH Rehab	\$ 47,800.00	2022	Homosassa
Manatee-Tallevast Rd CIPP	\$ 84,824.00	2022	Sarasota
Manatee-Cortez Plaza CCTV CIPP	\$ 7,201.30	2022	Bradenton
Polk County - CIPP	\$ 309,219.00	2022	Polk County
Polk County Storm Lining -CIPP	\$ 569,950.00	2022	Polk
SW Infrastructure Main/Repair	\$ 249,020.20	2022	Palm Beach Gardens
PBG - SW Infrastructure - 2018	\$ 174,870.00	2022	Palm Beach
PBG-SW Infrastructure 2020	\$ 299,718.00	2022	Palm Beach Gardens
PBG-SW Repair PO 016169 CIPP	\$ 287,610.18	2022	Palm Beach Gardens
PBG- Buttercup & Carnation	\$ 84,487.00	2022	Palm Beach Gardens
PBG-Burns Road Emerg CIPP	\$ 43,000.00	2022	Palm Beach Gardens
Pipe Lining - Charlotte 02	\$ 16,000.00	2022	Charlotte County
Charlotte 22- CIPP	\$ 362,272.95	2022	Port Charlotte
Charlotte - 23 CIPP	\$ 207,274.98	2022	Charlotte
Charlotte - 24 CIPP	\$ 309,326.00	2022	Charlotte
Charlotte-Rio De Jan 72in CIPP	\$ 471,220.00	2022	Charlotte
Cypress Lakes HOA-Plat 9 CIPP	\$ 181,119.00	2022	West Palm Beach

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Hagen #3	\$ 9,742.83	2022	Palm Beach County
SW 3rd St - 24in Valve Replace	\$ 17,875.00	2022	Palm Beach County
Hagen AB4 A Flow Meter	\$ 3,651.16	2022	Boynton
PBC-Hagen Valve Ext Replace	\$ 10,242.77	2022	Boynton Beach
PBC-Parkview Dr WM Pahokee	\$ 62,321.87	2022	Pahokee
PBC-Pahokee WWTP 8" CV	\$ 20,100.00	2022	Pahokee
PBC-LS 266 Emergency FM Repair	\$ 83,025.00	2022	Lake Worth
PBC Pahokee Flow Meter	\$ 15,075.00	2022	Pahokee
PBC-Sansbury & Southern Emerg	\$ 82,475.00	2022	Loxahatchee Groves
PBC-LS 8143 8in GM Point Rep	\$ 11,875.00	2022	Belle Glade
PBC-15 NE Ave D-Point Repair	\$ 32,900.00	2022	Belle Glade
PBC-BG-933 SE 2nd St Point Rep	\$ 52,200.00	2022	Belle Glade
PBC-1127 Main St-GM Replace	\$ 77,800.00	2022	Belle Glade
PBC-1815 Main St-8in Point Rep	\$ 47,900.00	2022	Pahokee
PBC-Lake Shore Village Emerg	\$ 85,600.00	2022	Lake Worth
PBC- LS 603 P Trap Install	\$ 7,300.00	2022	Boca Raton
PBC-LS 981 Emergency Repairs	\$ 34,500.00	2022	Boca Raton
PBC-Pahokee Holding Tank Riser	\$ 8,250.00	2022	Pahokee
PBC- Strathmore Gate 8in CIPP	\$ 63,387.50	2022	Royal Palm Beach
PBC-South Bay WM Emerg	\$ 222,750.00	2022	South Bay
PBC-LS 1071 Piping Repairs	\$ 40,800.00	2022	Boca Raton
PBC- LS 238 Piping Replacement	\$ 44,850.00	2022	Greenacres
PBC - LS rehab	\$ 32,100.00	2022	Palm Beach Cty
PBC - HD emergency	\$ 155,522.60	2022	Delray Beach
Lake Park-904 Jasmine Dr	\$ 27,252.83	2022	Lake Park
Lake Park-1600 Flagler Dr	\$ 27,539.20	2022	Lake Park
Lake Park-811 Northern Dr J	\$ 13,685.00	2022	Lake Park
Lift Station # 3 - Lining	\$ 136,133.03	2022	Lauderdale
Loxahatchee Gravity Line & MH	\$ 189,310.95	2022	Palm Beach
Martin-Bypass Emergency Pump	\$ 170,133.00	2022	Hobe Sound
Martin-Golf Course Culvert	\$ 18,985.00	2022	Stuart
Martin-HS SE Circle St CIPP	\$ 132,014.00	2022	Hobe Sound
Martin- Witham Field CIPP	\$ 71,282.00	2022	Stuart
Martin- Alderman Ditch CIPP	\$ 49,960.00	2022	Indiantown
Hobe Heights Neighborhood	\$ 1,019,717.60	2022	Martin
Delray-Sewer Main Lining CIPP	\$ 153,029.00	2022	Delray
Delray-SW 11th Ave Emergency	\$ 29,536.00	2022	Delray Beach
Delray-SW 11th Terrace Emerg	\$ 36,500.00	2022	Delray Beach
Delray-720 NW 3rd St	\$ 35,699.00	2022	Delray Beach
Largo-Lift Station 2 SS CIPP	\$ 360,843.78	2022	Largo
FDOT E4T26 - Drainage	\$ 249,986.00	2022	FDOT 4
Lauderhill - LS 45 Repipe	\$ 57,395.00	2022	City of Lauderdale
STOF-Hollywood Osecola FM	\$ 147,548.76	2022	Hollywood
STOF-Hollywood-WM-Chlorination	\$ 68,448.60	2022	Hollywood
STOF-Osceola Circle 8in GM Rep	\$ 196,143.30	2022	Fort Lauderdale
STOF-HW Sand Filter Addition	\$ 122,020.66	2022	Hollywood
STOF- HW- Seminole Estates LS	\$ 71,312.30	2022	Hollywood
Orange-EWRF In-Plant PS Repl	\$ 1,323,641.99	2022	Orange
PBC-SS Collection Rehab CIPP	\$ 2,608,599.01	2022	Palm Beach

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Loxahatchee-LS 4,30 & 45 Rehab	\$ 225,254.72	2022	Jupiter/Tequesta
LRD- LS 101 LS 199 LS 56	\$ 155,777.60	2022	Jupiter
LRD-LS #57 FM & Valve Replace	\$ 35,756.00	2022	Jupiter
LRD-LS 110 Rehab	\$ 9,473.00	2022	Jupiter
Polk County-SWRUSA-Ph 1A CIPP	\$ 808,657.00	2022	Polk
Delray-NW 5th Street Box	\$ 62,375.00	2022	Delray
Cooper- Summertime Isles MH P1	\$ 19,350.00	2022	Summertime Isles, Cooper City FL
Cooper- Summertime Isles MH P2	\$ 15,500.00	2022	Summertime Isles, Cooper City FL
19-0052-03 Weston WM Emer	\$ 4,011.00	2022	Weston
Weston-Lakeshore and Eagle Run	\$ 22,245.30	2022	Weston
Weston-1410 Indian Trace	\$ 15,218.50	2022	Weston
Weston-2300 N Commerce Pkwy	\$ 52,470.49	2022	Weston
Weston-2201 N Commerce Pkwy WM	\$ 11,992.64	2022	Weston
Weston-1871 Landing Way	\$ 17,851.90	2022	Weston
Weston-3692 San Simeon Circle	\$ 6,707.80	2022	Weston
Weston - 2027 Island Circle	\$ 5,802.50	2022	Weston
Weston-1095 Capistrano	\$ 1,237.50	2022	Weston
Weston-1123 Creekford Dr	\$ 1,815.00	2022	Weston
Weston-1032 Lido Ct	\$ 1,732.50	2022	Weston
Weston - ARV MH Adj for Road	\$ 6,849.98	2022	Weston, FL
Weston - 1040 Sandalwood Ln	\$ 5,082.00	2022	14 Sandalwood Ln, Weston FL
Weston - 2300 Columbia	\$ 3,991.82	2022	23 Columbia, Weston, FL
Weston - FH Replacement	\$ 16,187.56	2022	City of Weston
Weston - FH Flushing	\$ 20,406.75	2022	City of Weston
Weston - 1018 Bamboo Ln Emerg	\$ 3,696.00	2022	118 Bamboo Ln, Weston FL
Weston - FH install Royal Palm	\$ 9,170.88	2022	City of Weston
Weston - 1130 Spyglass	\$ 2,811.38	2022	City of Weston
Weston-Country Isles Rd FM Emg	\$ 11,531.19	2022	23 Country Isles Rd, Weston
Naples-3400 Gulfshore CIPP	\$ 62,261.00	2022	Naples
Naples-Annual Pipe Lining Srvs	\$ 35,590.00	2022	Naples, FL
Naples - 5th Ave S	\$ 21,590.00	2022	5th Ave South, Naples
ECUA-Pensacola- 2020-4 CIPP	\$ 481,716.00	2022	Pensacola
ECUA-Pensacola-A5 Phase 2 CCTV	\$ 277,734.00	2022	Pensacola
IRC-Vero- LS 27, 50 & 2122	\$ 161,219.00	2022	Vero
IRC-LS 7,24,2147,2148 & 2149	\$ 290,995.00	2022	Vero Beach
IRC-WTP LS Rehab	\$ 50,665.00	2022	Vero
IRC SWWTF Main LS Rehab	\$ 87,571.00	2022	Vero
IRC- Central Plant LS	\$ 90,766.00	2022	25 6th St, Vero Beach, FL, USA
IRC - LS #8 Rehab	\$ 121,570.00	2022	Indian River County
Wellington-Forcemain Replace	\$ 313,450.00	2022	Wellington
Altamonte Springs-LS #31	\$ 259,050.00	2022	Altamonte Springs
PBC-PBCE-Residential ADA Imp	\$ 13,880.00	2022	Palm Beach Gardens
PBC-Jupiter-Randolph Siding Rd	\$ 1,603.00	2022	Jupiter Farms
Lake Worth-WTP Generator	\$ 352,000.00	2022	Lake Worth
FTL-Intracoastal Dr 18" Emer	\$ 89,024.00	2022	Fort Lauderdale
FTL-A7-Brickell Ave Emergency	\$ 356,780.00	2022	Fort Lauderdale
STOF-RV Park Gravity Repl	\$ 134,289.78	2022	Clewiston
STOF-Master LS Rehab	\$ 155,376.86	2022	Clewiston
N Lauderdale LS 12,13&20- CIPP	\$ 270,016.23	2022	N Lauderdale

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Palm Coast- Pipe Rehab CIPP	\$ 149,240.00	2022	Palm Coast
FTL-Replacement of PS D-38	\$ 526,833.92	2022	Fort Lauderdale
Mangonia-Inst Sanitary Sewer M	\$ 345,130.00	2022	Mangonia Park
Cooper-LS #5 Top Slab	\$ 20,120.00	2022	Cooper
Cooper-LS 41 Bypass Pump Pipe	\$ 38,990.00	2022	Hollywood Fl
Cooper City- LS 50 Rehab	\$ 91,648.00	2022	Cooper City
Cooper- LS 20 Top Slab	\$ 10,450.00	2022	Cooper City
Lee-Bonita Beach Rd CIPP	\$ 65,926.05	2022	Lee County
Melbourne-Cliff Creek Storm	\$ 737,611.90	2022	Melbourne
Brevard-LS Rehab U-01	\$ 81,419.02	2022	Brevard
SUA-PGA WWTP Pond Bypass	\$ 938,646.94	2022	Palm Beach Gardens
Palm Bay- Culvert Pipe 23 & 56	\$ 540,698.96	2022	Palm Bay
Miramar- LS #48 Rehab	\$ 63,660.00	2022	Miramar
Titusville-PO 016222- CIPP	\$ 628,416.00	2022	Titusville
Miramar-Parking Lot Repair	\$ 20,800.00	2022	Miramar
Delray- LS #17 Rehab	\$ 106,310.00	2022	Delray Beach
Delray-LS #84 Rehab	\$ 106,055.00	2022	Delray Beach
Delray-LS 10A Discharge Pipe	\$ 17,320.00	2022	Delray Beach
Delray- LS #23 Rehab	\$ 61,435.00	2022	1218 SW 22nd Ave, Delray Beach, FL 33444
Delray Emergency Vactor	\$ 54,725.00	2022	3421 Spanish Trail, Delray Beach FL
PSL-Summit St Canal 8 Culvert	\$ 118,311.00	2022	Port St. Lucie
Indialantic-Orlando Blvd SS	\$ 69,522.00	2022	Indialantic
VPS-TO# 285- LS Rehab	\$ 18,260.00	2022	Village of Palm Springs
VPS-Emergency Pumping	\$ 124,680.00	2022	Village of Palm Springs
VPS- 12in FM Emergency	\$ 27,780.00	2022	Palm Springs
VPS-LS 39 Davis Rd	\$ 39,825.00	2022	Village Palm Springs
Lantana- CIPP Lining	\$ 132,722.50	2022	Lantana
Lantana-CIPP Lining 371ftx10in	\$ 19,985.00	2022	Town of Lantana
Highland Beach- 8in WM Repair	\$ 23,695.00	2022	Highland Beach
Highland-LS #5 Rehab	\$ 80,808.00	2022	Highland Beach
Highland- 1121 Bel Air Drive	\$ 20,675.00	2022	Highland Beach
Highland-2624 S Ocean Blvd LS	\$ 71,788.00	2022	Highland Beach
Tequesta-Emerg Repair 12in RDM	\$ 53,703.00	2022	Tequesta
Palm Bay- Culvert C-39 & C-41R	\$ 680,648.10	2022	Palm Bay
Lands End-Boca Raton CIPP	\$ 6,500.00	2022	Boca Raton
NPBCID-Unit 38 Cleaning CIPP	\$ 45,200.00	2022	Jupiter
NPBCID-Unit 18 Cleaning CIPP	\$ 48,464.00	2022	Palm Beach Gardens
NPBCID-Unit 3A Cleaning CIPP	\$ 37,100.00	2022	Riviera Beach
Noble- 6775 Taft Street CIPP	\$ 4,500.00	2022	Hollywood
LRD-LS 64 Meter Can	\$ 4,600.00	2022	Palm Beach Cty
Polk- Storm Sewer CIPP	\$ 375,493.00	2022	Polk
Ocean Ridge- Drainage Imp	\$ 71,903.60	2022	Ocean Ridge
FPL-Filling Pool Disc CIPP	\$ 132,000.00	2022	Jensen Beach
IRC-Vero LS 27	\$ 18,235.00	2022	Vero Beach
LRD LS10 MH04 Rehab	\$ 2,781.56	2022	Palm Beach County
LRD LS43 MH02 Coating	\$ 3,826.91	2022	Palm Beach County
GML-Englewood BH Phase 2 CIPP	\$ 265,922.40	2022	Englewood
WestCon-Emerg Vac Conrad Crcl	\$ 2,000.00	2022	Lake Worth
WestCon-71st Ave Lots 849&1022	\$ 6,375.00	2022	West Palm Beach

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Lauderhill-NW 24th&55th Emerg	\$ 81,500.00	2022	Lauderhill
Tequesta-SW Pipe Replacement	\$ 65,440.00	2022	Tequesta
Tequesta-SW Pipe Lining CIPP	\$ 257,195.00	2022	Tequesta
SUA-Cabana Colony 4in WM Repl	\$ 751,315.00	2022	Palm Beach Gardens
Charlotte-Sheehan Blvd CIPP	\$ 39,310.00	2022	Port Charlotte
Charlotte-Mark Twain Lane CIPP	\$ 182,502.00	2022	Rotunda West
Charlotte-Lemon Bay CIPP	\$ 479,641.00	2022	Englewood
Charlotte-Wilmington Blvd CIPP	\$ 220,096.00	2022	Bradenton
Charlotte-4358 Meager Circle	\$ 176,026.00	2022	Port Charlotte
Charlotte-White MarshLane CIPP	\$ 131,156.00	2022	Rotunda West
Charlotte-60 Oakland Hills Ct	\$ 29,472.00	2022	Rotunda, FL
Charlotte-Astoria Ave CIPP	\$ 44,368.00	2022	Port Charlotte
Charlotte - Deep Creek	\$ 27,308.00	2022	Charlotte County
Charlotte-2405 Harbor Blvd Ph1	\$ 320,986.00	2022	Port Charlotte
Charlotte- Ann Dever Park CIPP	\$ 58,280.00	2022	Charlotte Cty
Charlotte - 1421 Kingfisher Dr	\$ 25,676.00	2022	Charlotte Cty
Charlotte-2405 Harbor Blvd Ph2	\$ 242,600.00	2022	Charlotte Cty
Charlotte - 22312 Edgewater Dr	\$ 17,524.00	2022	Charlotte Cty
Charlotte- 1631 Abalom St CIPP	\$ 15,772.00	2022	Punta Gorda Charlotte
Charlotte-219 Tait Terr 180226	\$ 40,607.00	2022	Charlotte Cty
Charlotte- 25747 Aysen Dr CIPP	\$ 13,486.00	2022	Charlotte Cty
PBC-LS 980 Electrical Service	\$ 33,350.00	2022	Boca Raton
Martin- Lift Station 326 Rehab	\$ 26,340.00	2022	Jensen Beach
Martin- Lift Station 310 Rehab	\$ 101,171.50	2022	Jensen Beach
LRD- LS 291 Emerg Generator	\$ 56,550.00	2022	Jupiter
Clearwater- WO#03 Sunset Pt Rd	\$ 168,694.00	2022	Clearwater FL
Satellite Beach- Park Ave	\$ 843,907.07	2022	Satellite Beach
GBH Global- Pipe Lining CIPP	\$ 45,500.00	2022	Fort Lauderdale
FPUA - Fleetwood Low Pressure	\$ 213,234.06	2022	Fort Pierce
Brevard-LS T-36 & T-69 Rehab	\$ 278,000.00	2022	Melbourne
Polk- Lake Thomas Phase 2 CIPP	\$ 179,483.40	2022	Winterhaven
LRD-A1A 16in Arial Repairs	\$ 15,420.00	2022	Jupiter
LRD-Cypress Dr Leak	\$ 5,530.00	2022	Tequesta
LRD-Emerg Fredrick Small Rd	\$ 17,730.00	2022	Jupiter
LRD-Emerg Ocean Walk Blvd	\$ 17,465.00	2022	Jupiter
LRD-1529 N Old Dixie Hwy	\$ 11,005.00	2022	Jupiter
LRD-Jupiter Park FM Repair	\$ 10,380.00	2022	Jupiter
LRD-HeritageOaks Gravity Sewer	\$ 14,270.00	2022	Jupiter
LRD-SE Barus Dr- Point Repair	\$ 27,435.00	2022	Tequesta
LRD-SE Mahogany Asphalt Repair	\$ 1,570.00	2022	Jupiter
LRD- Barus Lateral Repair 2	\$ 34,020.00	2022	1961 Southeast Barus Drive, Tequesta, FL
LRD- LS #200 Driveway	\$ 11,425.00	2022	Palm Beach Cty
LRD- 1160 Duval Emrg Sewer	\$ 11,323.25	2022	Jupiter
Clewiston- Emerg Sewer Repair	\$ 22,910.00	2022	Clewiston
PBG-Bamboo Dr CCTV	\$ 91,894.50	2022	Palm Beach Gardens
PBG- Fire Station Top	\$ 23,410.00	2022	Palm Beach Gardens
PBG - Burns Comm Ctr	\$ 4,100.00	2022	Palm Beach Gardens
Aegen- Prawnbroker- Grease	\$ 53,350.00	2022	Stuart
Century Village- Storm CIPP	\$ 119,050.00	2022	West Palm Beach

HINTERLAND GROUP INC

Item 6.

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Georgetown POA-24in CIPP	\$ 83,300.00	2022	Hobe Sound
Wellington- LS 19 Rehab	\$ 23,422.05	2022	Wellington
Lantana Emerg Vac Services	\$ 71,280.00	2022	Lantana
MWI-2740 SR 715 Belle Glade	\$ 8,500.00	2022	Belle Glade
MWI- STA-1W Canal Crossing	\$ 4,500.00	2022	West Palm Beach
MWI- 20505 SR 80	\$ 12,300.00	2022	Loxahatchee
Wellington-Palm Beach Point	\$ 23,700.00	2022	Wellington
Wellington- HDD @ Shoreline Dr	\$ 30,470.00	2022	Wellington
Wellington-HDD Wellingt Lakes	\$ 18,320.00	2022	Wellington
Lake Clark-Emerg Clean & TV	\$ 6,300.00	2022	Lake Clark Shores
Dania-Emerg Vactor Services	\$ 77,625.00	2022	Dania Beach
LRD- LS 163 Emerg Generator	\$ 78,850.00	2022	Jupiter
Delray-1903 NE 2nd Ave Emerg	\$ 35,550.00	2022	Delray
Delray-700 Lago Rd CCTV	\$ 955.00	2022	Delray Beach
Citrus-Emerg 8in WM Repair	\$ 79,100.00	2022	Lecanto
Miramar-LS 7 Rehab-Beekman Dr	\$ 14,950.00	2022	Miramar
Atlantis-N Country Club CIPP	\$ 26,545.00	2022	Atlantis
Riverwalk HOA-Clean/CCTV Weir	\$ 3,900.00	2022	Jupiter
RockCreek HOA-Lake PS Top Slab	\$ 6,850.00	2022	Cooper City
OUA-Hwy 441 WM-Okeechobee	\$ 89,595.00	2022	Okeechobee
Lake Park - 344 Date Palm CIPP	\$ 159,262.40	2022	Town of Lake Park
Clewiston-Emerg Line Jetting	\$ 8,000.00	2022	Clewiston
Parliament- Storm CCTV Clean	\$ 9,225.00	2022	2427 Presidential Way, West Palm Beach FL
PBC-Hillsboro Emerg 12" WM Rep	\$ 12,650.00	2022	Boca Raton
MWI-Well Point-10330 Nu Vista	\$ 8,300.00	2022	Wellington
TRC-PGA Village- WO#9 CIPP	\$ 362,681.00	2022	Port St Lucie
Nunno-McDonalds- Delray MH	\$ 14,022.60	2022	Delray Beach
FEA- Clean TV MH Install CIPP	\$ 43,430.90	2022	Hobe Sound
Crosswinds HOA-CIPP Freshwind	\$ 123,823.75	2022	16961 Freshwind Circle, Jupiter FL
NEFCO-Lift Station Repair	\$ 14,760.00	2022	Riviera Beach
MWI-Plantation Publx WellPoint	\$ 18,200.00	2022	165 Cleary Blvd, Plantation
MWI-160 Isle of Venice Dr w-p	\$ 9,500.00	2022	16 Isle of Venice Drive
Lake Clark-Seminole Manor CCTV	\$ 7,731.77	2022	Lake Clarke Shores
ASU-2300 PGA Blvd Clean & CCTV	\$ 42,160.00	2022	Palm City
Lantana - N. A St Emerg Vactor	\$ 18,750.00	2022	North A Street, Lantana
Lantana - Lantana Rd & 8th Ave	\$ 142,280.00	2022	Lantana Rd & 8th Ave
MWI - Wellington WP Install	\$ 9,600.00	2022	Village of Wellington
LandsEnd-Strm Drain Clean/CCTV	\$ 7,500.00	2022	Boca Raton
Hollywood Plaza HOA - 18" CIPP	\$ 59,029.00	2022	Hollywood, FL
Seaport HOA - FM Emergency	\$ 33,600.00	2022	Seaport FL
CoastLndDev-Hibiscus Park 15"	\$ 23,744.00	2022	Martin County
Delray Bch - Dewatering	\$ 16,500.00	2022	Delray Beach



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

As of: 03/14/2024

CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Jacob Crowe Percentage of time Assigned to Work: - As Needed	General Manager / Project Manager	25 - Utility Construction 10 - Lining	CCTV PACP Liner Installation, Liner Curing Wet-Out, Drainage Repair, Grouting/Pressure Testing Robotic Service Reconnection	PACP MACP LACP
Butch Forrester Percentage of time Assigned to Work: - As Needed	Project Manager	24	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Saul Rivera Percentage of time Assigned to Work: - As Needed	Superintendent	25	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Carlos Angulo Percentage of time Assigned to Work: - As Needed	Foreman	7	Liner Curing Liner Installation	FDOT MOT
Dermaine Williams Percentage of time Assigned to Work: - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Hassan Saffo Percentage of time Assigned to Work: - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Jesse Miller Percentage of time Assigned to Work: - As Needed	Foreman / CIPP	4	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Ivan Pulido Percentage of time Assigned to Work: - As Needed	Robotics Operator / Mechanic Laborer	14	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL

Submittals and Specifications



Global Materials Company Cured-In-Place-Pipeline

Intro: Global Materials Company Inc. has quickly established itself as an industry leader in the field of Cured-In-Place-Pipeline (CIPP). With over 40 years of combined manufacturing experience, Global Materials prides itself with 3 main aspects: product development, quality control and customer service.

Global Materials Company is conveniently located within South Florida in Palm Beach County, minutes away from I-95 and the Turnpike. With Global Materials Company customers can expect a quick turnaround, with a large inventory contained in a climate controlled 40,000 sq ft warehouse Global has the line you need, when you need it.

Product Development: Global Liner Cured-In-Place-Pipeline is created for each customer to meet or exceed ASTM F-1216 guidelines. The specifications contained therein are pursuant to water or steam inversion methods. Individual liners prepared for our customers are designed to meet the following ASTM material requirements: ASTM F1216-09, ASTM F 1743-08 and are designed to meet or exceed the strength requirements included within ASTM-D5813-04.

CIPP lining material consists of needled polyester felt layers constructed together to achieve the specifications as provided by the end user/owner. Specifications provided to Global Materials Inc. will include no less than requested diameter, thickness and desired length.

Liner production begins with verification of requested diameter and thickness, layers of felt are then are combined together with a flame bonding or stitching process. An impermeable layer (as specified by customer) will be coated on the outermost layer of felt in one of two chemical compositions, either PU (poly urethane) or PP (poly propylene). This outermost layer serves 3 main functions, vacuum impregnation, resin containment and internal fluid containment from the inversion process. Seams created during the manufacturing process are also sealed using thermoplastic to insure containment.

Quality Control: One key aspect to providing high quality felt liner materials is Quality Control. Global Materials sources, tests and manufactures its Cured-In-Place-Pipeline product to strict standards as provided in accordance to ASTM standards. The majority of the tests performed are accomplished in our state-of-the-art facility. Rigorous inspection process insures quality control is assessed from start to finish with analysis of raw materials, analysis of manufacturing and finally with analysis of the final product. All felt material is also proudly manufactured in the U.S.A.

Analysis of Raw Materials

Quality control begins with the procurement and analysis of raw materials. Three main components make up the Global Liner Cured-In-Place-Pipeline: Polyester Felt, Coated felt (poly-urethane or poly-propylene coated) and Seam Sealant (depending on coated material composition this can be either poly-urethane strips or poly-propylene strips).

- Component 1 Felt.

Non-woven Pentelobal Polyester felt is procured suppliers in the form of numbered rolls. Upon receipt, the following attributes are tested and certified by Global Materials Company against the requested specifications:

Quantifiable Attribute	Assessment Means
Span	Calibrated Rule
Thickness	Calibrated Caliper
Weight	Calibrated Scale
Tensile Strength	Thwing-Albert Machine
Length	Supplier Certified

- Component 2 Coated Felt.

Poly-Urethane or Poly-Propylene Coated Non-woven Pentelobal Polyester felt is procured from suppliers in the form of numbered rolls. Upon receipt, the following attributes are tested and certified by Global Materials Company against the requested specifications:

Quantifiable Attribute	Assessment Means
Span	Calibrated Rule
Felt Thickness	Calibrated Caliper
Coating Thickness	Calibrated Caliper
Combined Thickness	Calibrated Caliper
Weight	Calibrated Scale
Tensile Strength	Thwing-Albert Machine
Coating Composition	Supplier Certified
Length	Supplier Certified

- Component 3 Seam Sealant.

Poly-Urethane or Poly-Propylene seam sealant tape is procured from suppliers. Upon receipt, the following attributes are tested and certified by Global Materials Company against the requested specifications:

Quantifiable Attribute	Assessment Means
Span	Calibrated Rule
Coating Thickness	Calibrated Caliper
Coating Composition	Supplier Certified
Length	Supplier Certified

Analysis of Manufacturing

Upon verification and certification of all raw materials against Global Materials Companies standards and specifications the manufacturing process begins. Each customer supplies Global Materials Company with their requested specifications pursuant to each individual liner requested. Customer supplied requirements consist of: Liner coating material, liner thickness, liner length and liner diameter. After analysis of the customers specifications construction begins. Individual liners are then manufactured by combining layers of felt with coated felt slit to the appropriate span requested to meet customers diameter and thickness requirements. Each individual tube will then be labeled and identified with a permanent an exclusive tube number. Finished tubes are then analyzed and assessed based upon the following Quantifiable Attributes:

Quantifiable Attribute	Assessment Means
Tube Length	Calibrated Rule
Tube Diameter	Calibrated Rule
Tube Thickness	Calibrated Caliper
Tube Material	Supplier Certified
Seam Quality	Ocular Analysis
Seam Adhesion	Thwing-Albert Machine
Coating Consistency	Ocular Analysis
Impermeability	Vacuum testing

Customer Service: Global Materials Company prides itself with exceptional customer service. Global Materials Company achieves this service by being flexible to the needs, specifications and timelines of our customers while providing a quality product that meets or exceeds the customers' expectations. Global Materials Company warranties all lining tubes for a period of 1 year from all manufacturing defects.

Global Liner Option Parameters

Global Liner is designed based upon the following criteria to meet or exceed the manufacturing specifications as outlined in ASTM D5813 & ASTM F1216

- Diameters: 4" to 130"
- Thickness: 3 mm to 100 mm
- Length: Up to 3000' Linear Feet
- Resin Compatibility: Polyester, Vinyl-Ester
- Changes in Diameter: Attainable
- Shape: All Shapes
- Coatings: Poly-Urethane, Poly-Propylene
- Installation Techniques: Water, Steam, Pull-In
- Imprint: Customizable

For more information please visit www.globalmaterialscompany.com

Or call 1-888-797-3736



Your Formula for Success
RESINS | GEL COATS | COLORANTS

Item 6.

VIPEL® L758-LTI-14T POLYESTER RESIN



Product Information

POLYESTER RESIN FOR UNDERGROUND SEWER PIPE LINERS

Typical Cast Mechanical Properties ¹			
Test	Unit of Measure	Nominal	Test Method
Tensile Strength	psi/MPa	6,770/47	ASTM D 638
Tensile Modulus	psi/GPa	800,000/5.5	ASTM D 638
Tensile Elongation	%	1.6	ASTM D 638
Flexural Strength	psi/MPa	11,020/76	ASTM D 790
Flexural Modulus	psi/GPa	740,000/5.1	ASTM D 790
Heat Distortion Temp.	°F/°C @264 psi	259/126	ASTM D 638
Barcol Hardness		42	ASTM D 2583

DESCRIPTION

The Vipel L758-LTI-14T is a high molecular weight unsaturated polyester resin. The Vipel L758-LTI-14T provides the corrosion resistance, durability and toughness that is required for cured in place pipe applications. Not manufactured with PET.

BENEFITS

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight

Typical Liquid Properties ²		
Test	Unit of Measure	Nominal
Viscosity, @77°F/25°C, RVF Brookfield Spindle #4 @ 20 rpm	cps	5,800
Thix Index 2/20	-	2.5+
Color	-	Opaque
Specific Gravity @ 77°F/25°C	-	1.29
Styrene	%	30
Gel Time, @140°F with (1.0% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and +0.5% Trigonox® C	minutes	14
Pot Life @ 25°C/77°C (1% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and +0.5% Trigonox® C	hours	40

Trigonox is a trademark of Akzo Nobel Chemicals

Typical properties are not to be construed as specifications.



As of 3-14-24

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	9.013341067	368075.5
Homestead	7.8203125	20525
Lake Park	35.42857143	1936
Cypress Lakes HOA	24.42857143	950
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.99553571	57673
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.839285714	10395
Delray	9.4375	30238
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	24.90277778	32593
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	15.24759615	29998
Clearwater	13.20526316	32231.7
Zephyrhills	8.445255474	43843
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Palm Beach Gardens	24.1875	1610
Polk County	20.00219941	68223
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	23.63492063	10841
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.90909091	1455
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	13.12681159	16109
Cooper City	7.708333333	9344
Pensacola ECUA	8.335227273	75968
Palm Coast	37	1321
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.262886598	25952
Lantana	10.10227273	5675
Lands End	18	32
FPL	18	356
Lee County	23.45454545	1572
Tequesta	23.53125	5843
Sarasota	7.9375	35183
Maestre	7.75	352
Titusville	23.63829787	8001
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.713414634	15764
St Lucie	20.25	511
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.25	11988
Village of North Palm Beach	36	620
Atlantis	7.75	875
PGA Village	33.75	1851
Bay County	22.68	3989

Breakfast Point	60	159
Hallandale	18	18
Crosswinds HOA	18	1262
ASU Enterprises	17	246
FEA Ministries	7.85	1637
Hollywood Plaza POA	21	435
Coastal Land Development	8	276
Jonathans Landing POA (JL POA)	58.8	469
Highland Beach	7.75	105
Lauderhill	18	154
Grasslands HOA	22.2	892
Parliament East	20.25	460
Volusia County	72	2077
Jacaranda	7.75	230
Lake Clarke Shores	22.5	500
Dover Engineering	24	210
Halfacre Construction	64.54545455	2818
Lake Worth Beach	36	132
MBR	7.75	378
Port St Lucie	25.1	2816
IRC	7.75	105
TOTAL FOOTAGE		1,281,467.1

REFERENCE LIST		Owner	Project Title	Completion Date	Contact Information	Cleaned, Tevised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092			On going	Contact: Polop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@pbwater.com	255,746	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract		Annual Contract held since February, 2015		Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myClearwater.com	28,225	8" to 24"
Palm Beach Gardens	Stormwater Project		On Going		Contact: Daniel Widdick 561-804-7044 dwiddick@pbgfl.com	1,379	12"-36"
Polk County	Storm Water Project		On Going		Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	37,992	15"-36"
Charlotte County	Storm Sewer Rehab.		On Going		Contact: Randy Vowell 575-3680 Randy.Vowell@charlottefl.com	24,566	12"-72"
N Lauderdale	I&I Program		On Going		Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	24,873	8"-10"
Manatee County	Storm Improvements		On Going		Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	13,441	12"-36"
Martin County	Stormwater Infrastructure		On Going		Contact: Nick Murcia 288-5761 nmurcia@martin.fl.us	5,229	12"-60"
Zephyrhills	I&I Program		Jan, 2017		Contact: Joey Theel 813-780-0006 JTheel@ci.zephyrhills.fl.us	34,633	8"-12"
City of Naples	CIPP Lining		On Going		Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	14,092	12"-36"
City of Largo	CIPP Lining		On Going		Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	21,964	12"-36"
Town of Palm Beach	E-3 Forcemain Rehabilitation		November, 2014		Contact: Doug Terry 561-838-5440 Dterry@townofpalmbeach.com	6,000	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015		June, 2015		Contact: Darrell Blom 561-540-5750 Dblom@lantana.org	20,000	8" to 12"
City of Delray	CIPP Lining		On going		Contact: Spencer Britt 561-243-7164 Britt@mydelraybeach.com	25,199	8"-12"
Ormond Beach	I&I Program		July, 2017		Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	2,842	12"-36"



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

3/8/2021

For questions or comments please contact us at (561) 640-3503

City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping Clipp	Annual Contract Held Since September 2015	Contact: Daniel Roberge Phone: 561-494-1053 Droberge@wph.org	20,499	8" to 36"
Town of Mangonia Park	I&I Program	December, 2016	Contact: David Frodsham 561-681-5269 Dfrodsham@cgasolutions.com Phone:	12,795	8"
Lauderdale by the Sea	I&I Program	On going	Contact: Don Prince Phone: 954-640-4233 Email: DonP@lauderdalebythesea-fl.gov	19,293	8"-12"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS
- ORDINANCE ON FIRST READING

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: 2024.10.23 16:46:33 -04'00'

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachments:</u> Resolution _____; and Letter from Village of Palm Springs Mayor Bev Smith
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> Please initial one.

Summary Explanation/Background:

The purpose of this agenda item is to approve by Resolution the joining with fellow municipalities, Palm Beach County, and other local governments in a collaborative process for purposes of developing and creating a true countywide Transportation Plan that is in the best interests of the Town and serves a valid public purpose.

Staff recommends approval.

Recommended Motion: I move to adopt Resolution _____.

RESOLUTION NO. 91-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the movement of people, goods, and services in, around and throughout Palm Beach County relies on an interconnected transportation network and related transportation services; and

WHEREAS, the transportation network and transportation services are the responsibility of multiple jurisdictions and governmental agencies such as the Florida Department of Transportation (FDOT), Palm Beach County, municipalities, and various taxing districts and authorities; and

WHEREAS, citizens are focused on going to and from their destinations and are mostly unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services; and

WHEREAS, the quality, manner, and time required for people, goods, and services to move in the county has tremendous impacts on every aspect of life in Palm Beach County; and

WHEREAS, population growth in recent years has consistently outpaced the existing transportation network's capabilities creating traffic jams, longer travel times, safety issues, extra expenses, and frustration; and

WHEREAS, population growth is expected to continue to increase for the foreseeable future due to the desirability and quality of life in south Florida and Palm Beach County; and

WHEREAS, a Countywide Transportation Plan is the only way to effectively address the issues involved with the transportation network and services that exist now and, in the future; and

WHEREAS, the Board of County Commissioners, the Town of Lake Park, the other municipalities, and the taxing districts recognize that working together in a constructive and proactive manner is the only way forward for the benefit of all our citizens; and

WHEREAS, expertise in developing a collaborative and comprehensive Countywide Transportation Plan requires the engagement of a Consulting Firm of National/International repute, experience and capabilities; and

WHEREAS, the only entity of which the cities and the County are officially connected for purposes of working together to address issues of a countywide nature is the Intergovernmental Coordination Program (ICP); and

WHEREAS, the ICP is identified in the County and the cities' Comprehensive Plan Intergovernmental Coordination Elements (ICE) and whose membership is memorialized via Interlocal Agreements; and

WHEREAS, the ICP membership also includes the taxing authorities and districts who build and maintain transportation infrastructure; and

WHEREAS, the ICP can provide unified, trusted, and collaborative outcomes instead of ones that are ones weighted towards one side or the other; and

WHEREAS, the ICP will need the full support of the members both at the Policy level (elected officials) and the staff levels in order to make this process work; and

WHEREAS, the Town Commission of the Town of Lake Park finds that joining with fellow municipalities, Palm Beach County, and other local governments in a collaborative process for purposes of developing and creating a true Countywide Transportation Plan is in the best interests of the Town and serves a valid public purpose.

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

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Town Commission.

Section 2. The Town Commission supports the following as necessary for the achievement of a Countywide Transportation Plan:

- 1) The crafting of a Scope of Services by the Palm Beach County City Manager's Association (PBCCMA) through an internal process of which the final version will be distributed to the County and the municipalities.
- 2) The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan providing policy level activities specifically related to the contractual relationship, holding of public meetings with

the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and participation of the ICP membership, and making recommendations to the governing bodies of the County, municipalities and others.

- 3) The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) by adding municipal and County Engineers, Public Works, IT, TPA, FDOT, Tri Rail, Palm Tran, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The Technical Advisory Committee, IPARC 2.0, will provide information as required by the Consulting Firm as the subject matter experts and providing input and advice to the Consulting Firm and MICFEC.
- 4) The coordination and processing of the contract with the selected Consulting Firm by use of the County government as the responsible agency for contract administration including but not limited to assuring compliance with the terms and conditions of the contract and invoice processing and payments.

Section 3. This Resolution shall take effect immediately upon adoption.



Office of the Mayor
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

October 15, 2023

The Honorable Roger Michaud
Mayor, Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Dear Mayor Michaud:

A handwritten signature in blue ink that reads "Roger,".

Please find attached Village Resolution 2024-51 regarding the much-discussed countywide Transportation Plan. Unanimously approved by the Council at the October 11th meeting, the Resolution expresses support for a truly collaborative process. It accomplishes this by sanctioning the use of the **Intergovernmental Coordination Program’s Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC)** and an expanded **Intergovernmental Plan Amendment Review Committee (IPARC)**, now known as **IPARC 2.0**. The former will oversee the Consultants process and work product while the latter will provide technical assistance. Each municipality as well as the County and Special Taxing Districts are all a part of the **Intergovernmental Coordination Program** through existing Interlocal Agreements.

Review the Resolution and consider placing it on your agenda for your municipality to join efforts to address transportation in a structured, collaborative and positive way.

In Public Service,

A handwritten signature in blue ink, appearing to read "Bev Smith".

Bev Smith
Mayor

Attachment

ECC: Bambi Turner, Acting Manager



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISISON OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED "MURALS"; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 "INTENT"; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 "DURATION"; PROVIDING FOR THE AMENDMENT SECTION 71-83 "MINIMUM MURAL PERMIT CRITERIA"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLCT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
[] BOARD APPOINTMENT [] OLD BUSINESS
[X] ORDINANCE ON 1st 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: 2024.10.31 09:41:36 -04'00'

Anders Viane / Planner Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Legal Review, Funding Source: Legal, Acct: #001-514-108-31100), Attachments (ORDINANCE __-2024), Advertised (Will be advertised by Town Clerk 10 days prior to 2nd Reading), and Yes I have notified everyone AV OR Not applicable in this case.

Summary Explanation/Background:

This item is being brought forward pursuant to Commission direction as well as internal discussion with property owners who have expressed interest in a less-restrictive mural ordinance. Murals currently contribute to the unique placemaking of the Lake Park Downtown and are widely used for creating branding and a sense of place in other municipalities. However, the Town's current

mural ordinance restricts a mural's duration to five years before requiring it be removed or changed or extended, requiring a new permit. The proposed amendments to Chapter 71 would allow for murals to be applied for on nonresidential buildings throughout the entire Town (not just the CRA), allow for murals to remain on buildings past five years provided they are maintained without deterioration exactly as approved, and allow for up to 100% of a wall to be covered by a mural, allowing for greater design flexibility. It's intended that these changes will increase the longevity of murals in the Town, creating lasting landmarks that contribute to Lake Park's unique sense of place.

Recommended Motion: I MOVE TO APPROVE ORDINANCE __-2024 on first reading.

ORDINANCE 11-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 71 OF THE TOWN CODE ENTITLED “MURALS”; PROVIDING FOR THE AMENDMENT OF SECTION 71.1 “INTENT”; PROVIDING FOR THE AMENDMENT OF SECTION 71-42 “DURATION”; PROVIDING FOR THE AMENDMENT SECTION 71-83 “MINIMUM MURAL PERMIT CRITERIA”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Community Development Department (Department) has recommended certain amendments to Chapter 71 pertaining to murals; and

WHEREAS, the Town Commission has determined that the recommendations of the Department are appropriate.

NOW THEREFORE, Chapter 71 of the Lake Park Code of Ordinances is hereby amended as follows:

Section 1. Chapter 71, Section 71-1 “Intent” is hereby amended to read as follows:

Sec. 71-1. Intent.

It is the intent of these regulations to:

- (1) Create a process permitting the owners of buildings ~~within the community redevelopment area (CAR)~~ to engage artists to display their mural art containing content neutral messages on their buildings.
- (2) Promote the arts by providing artists with a forum to display their work.
- (3) Encourage property owners to improve the appearance of their buildings, and thereafter to maintain the enhanced appearance of their buildings.
- (4) Protect and enhance property values through the creation of a more attractive economic and business area.

- (5) Protect and enhance the physical appearance of the community redevelopment area by improving its visual appearance.
- (6) Enhance the branding and place-making efforts of the Town by creating iconic landmark locations in Lake Park.

Section 2. Chapter 71, Section 71-42 “Duration” is hereby amended to read as follows:

Sec. 71-42. Duration.

An applicant shall indicate the planned duration the mural is of a proposed for display mural on the mural permit application (shall not exceed five years)., which shall be granted pursuant to the approval of the Town Commission; for periods exceeding five years, the applicant shall provide their intended mural maintenance plan. A mural permit approved by the Town Commission shall remain valid as long as it is maintained in good appearance without discoloration or deterioration in accordance with the approved mural design; when a mural becomes discolored or deteriorated, it may be repainted or restored to the approved design pursuant to an application for zoning review. If an applicant intends to modify the approved design in any way, they shall apply for a revision permit. ~~The determination of the duration of the permit shall be made by the town commission, but shall in no case be longer than five years. Applicants shall pay a \$250.00 fee for every one 12-month period the mural is displayed beyond the first 12 months. At the conclusion of the approved period of the display of the mural it shall be removed, or replaced with a new mural through a new mural permit. Extensions are only possible through the submittal of a new mural permit application. The new mural shall meet the provisions of this chapter.~~

Section 3. Chapter 71, Section 71-83 “Minimum Mural permit criteria” is hereby amended to read as follows:

Sec. 71-83. Minimum Mural permit criteria.

- (1) *Mural size.* Murals may be painted on up to ~~80~~100 percent of a wall. In any event, a mural may not be greater than 10,000 square feet.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

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

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

#5818139 v1 26508-00002



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by Town Manager Bambi McKibbon-Turner Date: _____

Nadia Di Tommaso / Community Development Director

Name/Title _____

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: 2024.10.30 14:10:38 -04'00'

<p>Originating Department:</p> <p style="text-align: center;">Community Development</p>	<p>Costs: \$ Legal Review</p> <p>Funding Source: Legal</p> <p>Acct. #001-514-108-31100</p> <p><input type="checkbox"/> Finance <u>Jeff DaSilva</u></p> <p><small>Digitally signed by Jeff DaSilva DN: cn=Jeff DaSilva, ou=Town of Lake Park, ou=Finance Department Date: 2024.10.30 12:31:07 -04'00'</small></p>	<p>Attachments:</p> <ul style="list-style-type: none"> ➔ Ordinance __-2024 ➔ FEMA presentation explaining why an Ordinance update is necessary
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required on 1st reading</p>	<p>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.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <i>ND</i></p> <p>Please initial one.</p>

Summary Explanation/Background:

In 2020 FEMA announced new prerequisites for CRS (Community Rating System) communities (for which Lake Park is a part of) to attain or retain a Class 8 in the CRS Program (a voluntary incentive program that recognizes and encourages community

floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP) and allows for flood insurance rate reductions to residents). In other words, if the prerequisites are not met, a community can attain no higher than a CRS Class 9 (and Lake Park is currently at a Class 8). Ordinance revisions are required.

Those ordinance revisions were required and were approved in early 2021.

In follow-up to those amendments, earlier this year FEMA notified the Town that in light of the upcoming revised Flood Insurance Rate Studies and Flood Insurance Rate Maps, additional updates were necessary. Lake Park is not adversely impacted by these updates however, our Ordinance needs to meet FEMA standards. Consequently, the enclosed Ordinance reflects the required changes by FEMA. Staff has been working with FEMA for the past few months to ensure the Ordinance meets their expectations and the enclosed Ordinance has been deemed acceptable by them and has also been reviewed and approved for legal sufficiency by the Town Attorney.

Recommended Motion: I move to APPROVE Ordinance -2024 on first reading.

ORDINANCE 12-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AMENDING CHAPTER 60 OF THE LAKE PARK CODE OF ORDINANCES PERTAINING TO FLOODPLAIN MANAGEMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park participates in the National Flood Insurance Program and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the Town Commission has determined that it is in the public interest to amend the Lake Park Code of Ordinances, Chapter 60 Floodplain Regulations to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Lake Park that the following floodplain management regulation is hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. The Town Commission hereby amends Chapter 60 of the Code of Ordinances of the Town of Lake Park, as follows:

Chapter 60 FLOODPLAIN REGULATIONS

ARTICLE I. IN GENERAL

Sec. 60-1. Title.

These regulations shall be known as the "Floodplain Regulations Ordinance" of the Town of Lake Park, hereinafter referred to as "this chapter."

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-2. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-3. Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-4. Coordination with the *Florida Building Code*.

This chapter is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-5. Warning.

The degree of flood protection required by this chapter and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-6. Disclaimer of liability.

This chapter shall not create liability on the part of town commission of Town of Lake Park or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-7—60-10. Reserved.

ARTICLE II. APPLICABILITY

Sec. 60-11. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-12. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the Town of Lake Park, as established in section 60-13 of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-13. Basis for establishing flood hazard areas.

The Flood Insurance Study for Palm Beach County, Florida and incorporated areas dated ~~October 5, 2017~~ December 20, 2024, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this

Chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at town hall, community development department.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-14. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to article V of this chapter the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-15. Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-16. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-17. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-18—60-20. Reserved.

ARTICLE III. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 60-21. Designation.

The community development director is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-22. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to article VII of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-23. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-24. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement;" for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage;" and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this chapter is required.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-25. Modifications of the strict application of the requirements of the *Florida Building Code*.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to article VII of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-26. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-27. Inspections.

The floodplain administrator shall make the required inspections as specified in article VI of this chapter for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-28. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 60-24 of this chapter;
- ~~(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);~~
- ~~(2)~~⁽³⁾ Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six months of such data becoming available;
- ~~(3)~~⁽⁴⁾ Review required design certifications and documentation of elevations specified by this chapter and the *Florida Building Code* to determine that such certifications and documentations are complete;
- ~~(4)~~⁽⁵⁾ Notify the Federal Emergency Management Agency when the corporate boundaries of Town of Lake Park are modified; and
- ~~(5)~~⁽⁶⁾ Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-29. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, including flood insurance rate maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this chapter; ~~notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained;~~ documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at town hall, community development department.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-30—60-35. Reserved.

ARTICLE IV. PERMITS

Sec. 60-36. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-37. Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.

- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-38. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-39. Application for a permit or approval.

To obtain a floodplain development permit or approval development other than buildings and structures within the scope of the *Florida Building Code*, including buildings and structures listed in section 60-37, the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.

- (4) Be accompanied by a site plan or construction documents as specified in article V of this chapter.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-40. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-41. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-42. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-43. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.

- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-44—60-45. Reserved.

ARTICLE V. SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 60-46. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development. Where higher than the base flood elevation, the flood elevation specified by the South Florida Water Management District shall be specified.
- (2) Where base flood elevations ~~or floodway data~~ are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with section 60-47(2) or (3) of this chapter.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with section 60-47(1) of this chapter.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

~~(9) Existing and proposed alignment of any proposed alteration of a watercourse.~~

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-47. Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation ~~and floodway~~ data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation ~~and floodway~~ data available from a federal or state agency or other source.
- (3) Where base flood elevation ~~and floodway~~ data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-48. Additional analyses and certifications.

~~As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following~~

~~analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents: For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), the applicant shall have an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage signed and sealed by a Florida-licensed engineer for submission with the site plan and construction documents.~~

- ~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 60-49 of this chapter and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.~~
- ~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
- ~~(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 60-49 of this chapter.~~
- ~~(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-49. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, ~~change floodway boundaries~~, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-50—60-55. Reserved.

ARTICLE VI. INSPECTIONS

Sec. 60-56. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-57. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-58. Buildings, structures and facilities exempt from the *Florida Building Code*.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-59. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the floodplain administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 60-47(3)(b) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-60. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final

documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 60-59 of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-61. Manufactured homes.

The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-62—60-65. Reserved.

ARTICLE VII. VARIANCES AND APPEALS

Sec. 60-66. General.

The planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-67. Appeals.

The planning and zoning board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-68. Limitations on authority to grant variances.

The planning and zoning board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 60-72 of this chapter, the conditions of issuance set forth in section 60-73 of this chapter, and the comments and recommendations of the floodplain administrator and the building official. The planning and zoning board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-69. ~~Reserved. Restrictions in floodways.~~

~~A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 60-48 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-70. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-71. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, ~~provided the variance meets the requirements of section 60-69,~~ is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-72. Considerations for issuance of variances.

In reviewing requests for variances, the planning and zoning board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-73. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the planning and zoning board that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00

of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-74, 60-75. Reserved.

ARTICLE VIII. VIOLATIONS

Sec. 60-76. Violations.

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-77. Authority.

For development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-78. Unlawful continuance and penalties.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties of section 1-11.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-79, 60-80. Reserved.

ARTICLE IX. DEFINITIONS

Sec. 60-81. Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section. Where terms are not defined in this chapter and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this Chapter or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

~~*Alteration of a watercourse.* A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.~~

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter.

ASCE 24. A standard titled flood resistant design and construction that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM), or the flood elevation specified by the South Florida Water Management District if higher. [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Critical facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 15, 1978. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and flood way map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

~~*Floodway.* The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 202.]~~

~~*Floodway encroachment analysis.* An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.~~

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation

and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.~~ As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) ~~determined by a qualified independent appraiser,~~ or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 15, 1978 and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01)

Recreational vehicle. A vehicle, including a park trailer, which is: (See F.S. § 320.01)

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the

market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this chapter or the *Florida Building Code*.

~~*Watercourse.* A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.~~

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Secs. 60-82—60-85. Reserved.

ARTICLE X. BUILDINGS AND STRUCTURES

Sec. 60-86. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to section 60-38 of this chapter, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of article XVI of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-87. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building Section 3109* and *Section 1612* or *Florida Building Code, Residential Section R322*.
- (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-88. New critical facilities.

New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2% annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard are not available that satisfy the objectives of a proposed critical facility, then the critical facility shall:

- (1) Be elevated or dry flood proofed to or above the base flood elevation plus three feet or the elevation required by the Florida Building Code, whichever is higher;
- (2) Include measures to ensure toxic substances will not be displaced or released into floodwater; and
- (3) Have access routes that are elevated to or above the base flood elevation, to the extent feasible.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-89. Florida Building Code related amendments.

~~The following sections shall supersede the Florida Building Code sections related to:~~

- ~~(1) **Florida Building Code, Residential.**~~

~~**R322.2.2. Enclosed areas below design flood elevation.** Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

- ~~1. Be used/solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~Remainder unchanged~~

~~**R322.3.5 Enclosed areas below the design flood elevation.** Enclosed areas below the design flood elevation shall be used solely for parking of vehicles;~~

~~building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~(2) **Florida Building Code, Building.**~~

~~**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]~~

~~**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~(3) **Florida Building Code, Existing Building.**~~

~~**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]~~

~~**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted~~

~~subsequent to July 2, 2003. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

(1) Technical amendment; repetitive flood damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 60-81.

(2) Technical amendment; cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 60-81.

(3) Technical amendments; enclosures below required elevations for dwellings in flood hazard areas. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

- (a) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.
- (b) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.
- (c) Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-90. Reserved.

ARTICLE XI. SUBDIVISIONS

Sec. 60-91. Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-92. Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, ~~flood way boundaries~~ and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 60-47 of this chapter; and
- (3) Compliance with the site improvement and utilities requirements of Article XII of this Chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-93—60-95. Reserved.

ARTICLE XII. SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 60-96. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-97. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-98. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-99. ~~Reserved. Limitations on sites in regulatory floodways.~~

~~No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 60-48(1) of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-100. Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-101. Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 60-48(4) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section ~~60-135(3) 60-138(3)~~ of this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-102—60-105. Reserved.**ARTICLE XIII. MANUFACTURED HOMES****Sec. 60-106. General.**

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-107. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this chapter.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this chapter.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Sec. 60-108. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-109. Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Sec. 60-110. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Editor's note(s)—Ord. No. 04-2021, § 2, adopted May 9, 2021, repealed §§ 60-110 and 60-111 in their entirety and renumbered §§ 60-112 and 60-113 as §§ 60-110 and 60-111. Former §§ 60-110 and 60-111 pertained to elevation requirements for manufactured home parks and derived from Ord. No. 10-2017, § 2, adopted Sept. 27, 2017.

Sec. 60-111. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall

comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017; Ord. No. 04-2021, § 2, 5-9-2021)

Editor's note(s)—Former § 60-113, see Editor's Note at § 60-110.

Secs. 60-112—60-115. Reserved.

ARTICLE XIV. RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 60-116. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-117. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 60-116 of this chapter for temporary placement shall meet the requirements of Section 304 of this chapter for manufactured homes.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-118—60-120. Reserved.

ARTICLE XV. TANKS

Sec. 60-121. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-122. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 60-123 of this chapter shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic

and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-123. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. 60-124. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 10-2017, § 2, 9-27-2017)

Secs. 60-125—60-130. Reserved.

ARTICLE XVI. OTHER DEVELOPMENT

Sec. 60-131. General requirements for other development.

All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) ~~Meet the limitations of section 60-99 of this chapter if located in a regulated floodway;~~
- ~~(2)~~(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- ~~(3)~~(4) Be constructed of flood damage-resistant materials; and
- ~~(4)~~(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is

permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-132. Fences in regulated floodways.~~

~~Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 60-99 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-133. Retaining walls, sidewalks and driveways in regulated floodways.~~

~~Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 60-99 of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

~~Sec. 60-134. Roads and watercourse crossings in regulated floodways.~~

~~Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated flood ways shall meet the limitations of section 60-99 of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 60-48(3) of this chapter.~~

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-132. 60-135.~~ Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four inches.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-133, 60-136.~~ Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-134, 60-137.~~ Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Ord. No. 10-2017, § 2, 9-27-2017)

Sec. ~~60-135, 60-138.~~ Nonstructural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 3. CODIFICATION

The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

SECTION 4. REPEAL OF LAWS IN CONFLICT.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its execution.

#5844022 v1 26508-00002



Palm Beach County: Letters of Final Determination & Taking Action

Michael Burchette, Office of Floodplain Management

Rebecca Quinn, FDEM/OFM Ordinance Consultant

Leigh Chapman, FDEM/OFM Ordinance Consultant

May 2024

1



Agenda

- OFM and Local Floodplain Management Ordinances
- Palm Beach County LFD and OFM Support
- Use of Preliminary/Pending Maps
- 8th Edition FBC and Changes to Flood Provisions
- Market Value Definition
- Refreshed OFM Guidance
- Florida Quick Guide for Floodplain Management

2

2



OFM and Local Floodplain Management Ordinances

3

3



The Big Picture for FPM Ordinances

- In 2011, FDEM started working with communities to transition to ordinances that rely on flood requirements in the FBC.
- 468 NFIP Florida communities participate in the NFIP.
- All but ten communities adopted based on the FBC-coordinated model ordinance, which we tailored to each community's needs.

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/

4

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Significant FDEM Responsibility

- FEMA Region IV and CRS look to FDEM for ordinance approvals.
- We have about 80-100 communities working on ordinance at any given time.
- For ordinances, our responsibility is to ensure communities maintain consistency with the NFIP and the Florida Building Code.
- And we work with communities to consider and adopt higher standards.

5


5



Palm Beach County Map Revisions, Letters of Final Determination (LFD), and OFM Support


6

6




FEMA periodically restudies and revises Flood Insurance Studies and Flood Insurance Rate Maps

- Letter of Final Determination is sent by FEMA to reestablish the effective date of the revised FIS/FIRM
- **Palm Beach LFD expected June 19, 2024**




7




FEMA periodically restudies and revises Flood Insurance Studies and Flood Insurance Rate Maps

- Letter of Final Determination is sent by FEMA to reestablish the effective date of the revised FIS/FIRM
- **Palm Beach LFD expected in June 2024**



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- You'll have 6 months to respond to demonstrate your floodplain management ordinance is compliant
- LFD includes FDEM memo →

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

FLORIDA DEN SUPPORT FOR ORDINANCE REQUIREMENTS
(For Letters of Final Determination Beginning 2023)

TO: CEOs of Florida Communities Receiving FEMA LFDs for Revised Maps

FROM: Carrin Cole, State NFIP Coordinator/State Floodplain Manager Florida Office of Floodplain Management (CFM)

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

The Division of Emergency Management (DEM) worked with your community in the past to adopt a floodplain management ordinance that is coordinated with the Florida Building Code. That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.


Within a week or two after FEMA mails the Letter of Final Determination, the CFM will be in touch with your community's Floodplain Administrator. We will discuss options to respond to the LFD, including amending the ordinance to revise the FIS and FIRM data. If your community elects to amend the ordinance, the CFM must conduct a compliance review prior to adoption. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD.

We welcome the opportunity to work with your community to ensure that its flood ordinance is compliant with NFIP. If you have questions and wish to speak with our staff, please contact our helpline telephone number at (800) 815-4956 or email at FDemo@floridadems.com.

CC:

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How will FDEM help you?

Explain your THREE options:

1. Modify ordinance to update FIS to date set by LFD. We will send you a "mini-ordinance template."
The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas dated **October 5, 2017 [INSERT]**, and
2. Modify ordinance to update the date and make other changes. We'll work with you to prepare the draft.
******We are reviewing all and have found a number that must make some changes and several that should make changes. We will prepare the first drafts for those communities. This really is the "only" option for almost all PBC communities.

11

11




→ 3. Rely on “auto-adopt” ****

(C) ***Basis for establishing flood hazard areas.*** The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas dated October 5, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the _____.

**** This option is only available if NO OTHER changes are necessary.

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Other Ordinance Amendments

- Check if any amendments were adopted without FDEM review.
- Check if any other amendments are necessary.
- Modify the definition for “Market Value” (explain later).
- Simplify FBC amendments (explain later).

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Other Ordinance Amendments

- Several Palm Beach communities adopted **floodway** requirements, but do not have floodways. That means those requirements can be removed. We will do that for you (it is more than a search and delete).
- Many Palm Beach communities will get a Limit of Moderate Wave Action (LiMWA) on the FIRM. The area between LiMWA and Zone V is **Coastal A Zone (CAZ)**:
 - FBC treats buildings almost like Zone V
 - Must make amendments to regulate CAZ fully like Zone V

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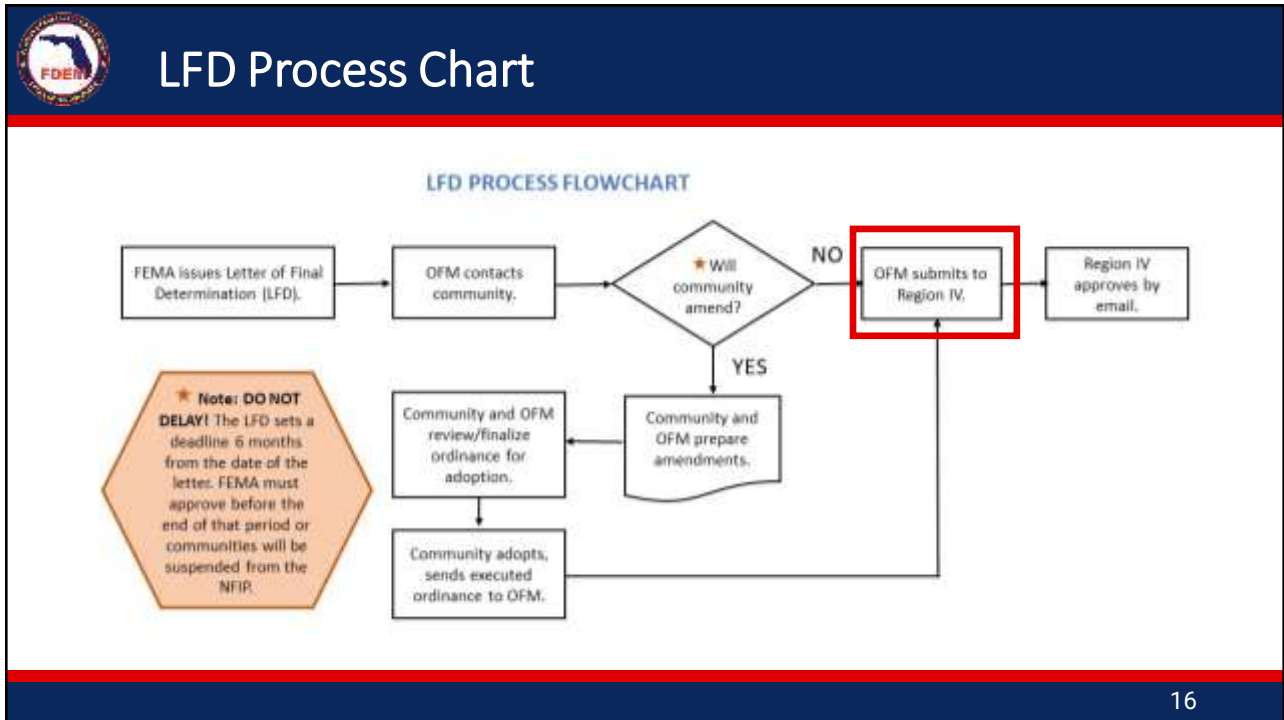


CRS Class 8 Prerequisite

Most Palm Beach communities that are in CRS have made—or have drafts to make--amendments to satisfy the CRS Class 8 Prerequisite for manufactured homes, EXCEPT:

Cloud Lake	Ocean Ridge	In May, we will send these communities draft amendments to satisfy the Class 8 Prerequisite AND update the FIS effective date. We will also begin to send drafts to those we identify must amend.
Hypoluxo	Palm Springs	
Lake Clarke Shores	South Palm Beach	
Lantana	Tequesta	
Manalapan	Wellington	
North Palm Beach		

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Importance of the deadline set in the LFD:

- 90-day letter
- 30-day letter (notice of suspension)

FEMA must **automatically suspend** your community from the NFIP if your ordinance is not compliant or not approved.

We keep close tabs on status. In the 14 years we've provided LFD support, no community has been suspended.

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Your Next Steps Before LFD is Issued

Review your flood ordinance

1. Think about changing the FIS date.
2. Think about other changes you would like to propose (review the OFM site for guidance and explanations).
3. Please be prepared to respond **quickly** when we get in touch.

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Use of Preliminary Maps and Pending Maps

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2021 statute change ...communities "may not use preliminary maps issued by" FEMA (sec. 552.73(5), F.S.).

TERMINOLOGY: At issue is the term "preliminary map." At different points during the study revision process, FEMA produces different products with different names:

FEMA Flood Map Service Center: Products and Tools Overview/Regulatory Product Status, access at <https://msc.fema.gov/portal/resources/productsandtools>.

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Preliminary Products: Preliminary flood hazard data (including preliminary FIRMs) provide the public with an early look at the projected risk identified by an in-progress flood hazard study.

Preliminary Products are not final, but are considered the best information available at the time of release. Therefore, preliminary products are subject to revision prior to final issuance. Preliminary data include new and revised FIRMs, FIS reports, and FIRM databases.



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Pending Products: Products with this status are released when FEMA issues a Letter of Final Determination (LFD) at the conclusion of a regulatory flood mapping project.

Pending Products have an effective date on which they will become official—effective—for the purposes of legal determinations in fulfillment of the National Flood Insurance Program (NFIP) requirements.

Search Results for COLLIER COUNTY ALL JURISDICTIONS


Click [subscribe](#) to receive email notifications when products are updated.
 Click to [download a listing](#) of all products.

If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a [map specialist](#).

- Effective Products (4874)
- Preliminary Products (1)
- Pending Product (91)**
 - FIRM Panels (84)

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Effective Products: Regulatory products with effective status are authorized by law to be used in making determinations under the NFIP. The set of Effective FIRM, FIS, and National Flood Hazard Layer data, as well as any Effective LOMCs that have been issued to modify those products, collectively comprise FEMA's official, effective flood hazard determination for a given area. The effective date is established in the LFD.

NATIONAL FLOOD INSURANCE PROGRAM
 Lee County, Florida
 Contract # 260-0-000
 Effective Date: 04/23/2023

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FDEM CONCLUSION: FIS and FIRMs stamped “Preliminary” by FEMA become “Pending” upon issuance of LFDs, and then those products become “Effective Products” on the effective date established in the LFD. **Therefore, the 2021 statute does not constrain the use of Pending Products after FEMA issues the LFD.**

However....see guidance as to when the Pending Products must not be used (i.e., when BFEs go down!)

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8th Edition Florida Building Code and Flood Provisions

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The FBC is amended every three years through a formal process managed by the Florida Building Commission.

- The FDEM/OFM website posts excerpts of the flood provisions of the FBC
- 8th Edition (and summary of changes since the 7th Edition)
- 7th Edition (and summary of changes since the 6th Edition)

Changes to the flood provisions in the FBC do **NOT** require changes to floodplain management ordinances.

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/
look in Florida Building Code Resources.

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FBC Amendments and Statutory Requirements

- Authority for local amendments
- Must not weaken the FBC
- Flood amendments do not sunset if adopted per statute
- Caution about properly adopted, or may subject to challenge

Most common higher flood standards:

- ~129 “enclosure limits” (several permutations)
- ~120 Cumulative Sub Imp (5-year most common)
- ~85 Freeboard more than +1 ft
- ~60 Critical facilities
- ~ 45 Nonconversion Agreement
- ~30 CAZ like Zone V

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Other Higher Standards for FBC

Guidance for “Plain Language” Local Amendments to the FBC (2024) includes guidance the ones listed on the previous slide and for:

- Lower SI & SD Percentages
- Dwellings: Foundations in Zone A/AE designed by RDP
- Dwellings: Open foundations in Zone A/AE (limit the use of fill)
- Repetitive Flood Damage as part of Substantial Damage

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Example: Enclosure Limits

PREVIOUS APPROACH: apply underline/strike-thru

Sec. R322.2.2. Enclosed areas below design flood elevation Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator). *Remainder unchanged*

This is now
R322.3.6!

R322.3.5 Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

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Example: Enclosure Limits

NEW APPROACH:

XX. – Florida Building Code technical amendments; enclosures below required elevations for (buildings / dwellings) in floor hazard areas. Enclosed areas below the required elevation for (buildings / dwellings) in flood hazard areas shall be limited as follows:

(1) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(2) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.

(3) Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

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Example: Cumulative Substantial Improvement


PREVIOUS APPROACH: apply underline/strike-thru

(3) **Cumulative substantial improvement.** In the Florida Building Code, Building and the Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a five (5) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the five (5) year period begins on the date of the first improvement or repair of that building or structure subsequent to the date of permit issuance. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

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Example: Cumulative Substantial Improvement

NEW APPROACH:

XX. – Florida Building Code technical amendment: cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section *(insert flood ordinance section number for definitions)*.

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Market Value Definition

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Modify Definition of Market Value: ACV

- Emphasize Actual Cash Value (replacement cost depreciated), and modify to be consistent with FEMA guidance.
- ACV starts with “in-kind” replacement cost, which means exactly as the building looks today. And that cost is then depreciated.
- ACV has less opportunity for “bias” and “opinion” which can lead to inflated values produced by traditional assessments.

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Modify Definition of Market Value: Adjusted Tax

- Some independent appraisers struggle with “building only” when using the traditional appraisal as starting point.
- Clarify tax assessment value adjusted by a factor provided by the County Property Appraiser.
- FEMA and FDEM guidance:
 - MUST not adopt fixed multiplier
 - SMALL NUMBER of communities must eliminate codified fixed multiplier applied to tax assessment value.

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Refreshed FDEM OFM Guidance

(posted early January)

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- Accessory structures & FBC
- Agricultural structures
- Approximate Zone A & FBC
- CCCL compared to FBC Flood
- "Coastal high hazard area" definition: Flood vs Comp Planning
- Letter of Final Determination and FDEM assistance
- Manufactured Home: Limitations on location; Not permitted; Satisfy CRS Class 8
- Market Value: Actual Cash Value; remove fixed factor
- Slabs/floors below freeboard and flood openings
- Swimming pools
- Use of preliminary maps (constrained by statute)

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/

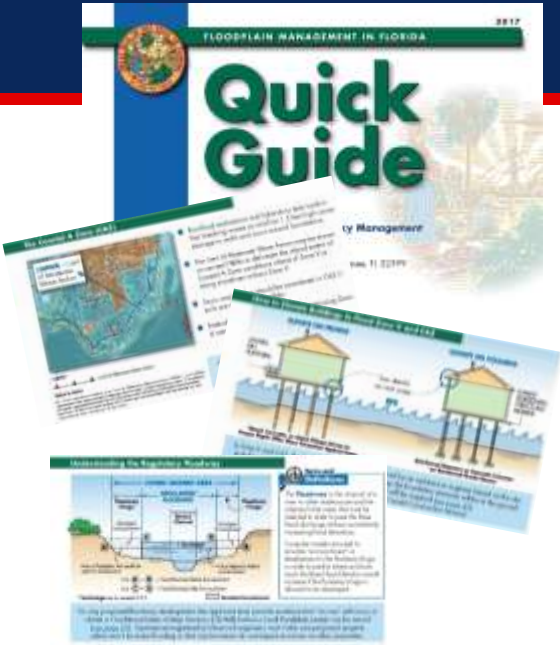
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Florida Quick Guide for Floodplain Management

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Floodplain management in the spotlight?

- Check out the Quick Guide – a handy way to learn the fundamentals and what’s in the FBC
- Share with elected and appointed officials, colleagues, the public

www.floridadisaster.org/dem/mitigation/floodplain/community-resources/


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Questions?

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Thanks!

Palm Beach LFD: flood.ordinance@gmail.com (Leigh Chapman)

General questions: floods@em.myflorida.com
(850) 815-4556

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Agenda Title: Update on Bert Bostrom Stormwater Project: Excess Fill Resolution

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: 2024.10.17 15:51:30 -04'00'

Cost of Item: _____ **Funding Source:** _____

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

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

Attachments:

Please initial one:

JM Yes, I have notified everyone.

JM Not applicable in this case.

Summary Explanation/Background:

To provide an update on the resolution for the excess fill associated with the Bert Bostrom Stormwater Project. After thorough evaluation, we have determined that approximately 5,000 to 6,000 cubic yards of fill will be stored at the designated 12th Street location. The remaining fill will be distributed as previously discussed on the baseball field.

This redistribution will result in a minor grade change, estimated at two to three inches, which will not pose any safety concerns. Additionally, irrigation will be installed to ensure the proper maintenance of the newly sodded area. The area will be re-sodded using special sports turf grass that matches the quality of the sod planned for the post-project completion, ensuring visual and functional symmetry throughout the area. The final result will be a multi-purpose space suitable for children's recreational activities.

Recommended Motion:

N/A



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Follow-up Discussion on Golf Carts, Low-Speed Vehicles and other Micromobility Devices.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2nd READING
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS**

Approved by Town Manager *Nadia Di Tommaso* **Date:** *10/31/24*
ITM

Anders Viane / Planner – Nadia Di Tommaso / Community Development Director
 Name/Title

<p>Originating Department:</p> <p>Community Development / Town Manager / PBSO</p>	<p>Costs: \$ N/A</p> <p>Funding Source:</p> <p>Acct: #</p> <p><input type="checkbox"/> Finance</p> <hr/>	<p>Attachments:</p> <ul style="list-style-type: none"> • ORDINANCE 08-2024 V2 • FSS 316.2065 • FSS 316.2128 • FSS 316.212 • FSS 320.01 • PBSO Informational Flier on LSVs • Mobility Plan Map • Complete Streets from Mobility Plan
<p>Advertised:</p> <p>Date: N/A</p> <p>Paper:</p> <p><input type="checkbox"/> Not Required</p>	<p>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.</p>	<p>Yes I have notified everyone OR Not applicable in this case ND</p> <p>Please initial one.</p>

Summary Explanation/Background:

In follow-up to prior meeting discussions, Staff was directed by the prior Town Manager to set aside this Ordinance until some time in the future when there might be interest in revisiting the Ordinance. Recently, the Vice-Mayor requested that the Ordinance come back to the Commission for further discussion. This agenda item is for discussion purposes only however, all the documentation presented previously is enclosed for reference purposes as well. PBSO previously provided information in that State Statute would be followed for the enforcement of golf carts and low-speed vehicles. **With this being said, if the Town Commission is interested in having golf carts in the Town, the Town Commission will need to decide whether:**

- (1) **Allowing golf carts on all roadways with posted speed limits not exceeding 25 miles per hour is acceptable; or**
- (2) **If the Town Commission would like to designate specific roadways and not allow them on all roadways with posted speed limits not exceeding 25 miles per hour.**

In order for golf carts to be allowed in the Town, State Statute requires that the local government adopt an Ordinance that designates the approved roadways. As previously proposed, the Town Ordinance would have allowed golf carts on all roads under 25 miles per hour.

The Ordinance also refers to State Law for additional licensing, registration and insurance requirements since this may change over time. Based on prior discussions, some additional information that may serve to be useful to the discussions includes the following:

In Florida, a golf cart only needs to be registered if it has been modified to become a Low Speed Vehicle (LSV), meaning it can travel faster than 20 mph but not exceeding 25 mph; standard golf carts that can only go up to 20 mph do not require registration with the state.

Key points about golf cart registration in Florida:

LSV requirement:

To be registered, a golf cart must meet the definition of a Low Speed Vehicle (LSV) and comply with all necessary safety equipment standards.

Insurance needed for LSVs:

If a golf cart is registered as an LSV, it must also be insured with personal injury protection (PIP) and property damage liability (PDL).

Local regulations:

While state law doesn't require standard golf cart registration, some local communities may have their own rules requiring registration even for non-LSV golf carts (*if Lake Park wants its own rules instead of referring to State Statute, this needs to be worked into the Ordinance*).

BACKGROUND PRESENTED PREVIOUSLY

This ordinance is being brought forward based on the recommendation of Palm Beach County Sherriff's office to formalize procedures relating to golf carts, low speed vehicles, and micromobility devices and in accordance with the Town's Comprehensive Plan mobility policies. Currently, State Statute regulates the device specifications of golf carts, low speed vehicles, and micromobility devices and where they can operate, but Lake Park has not utilized the State's regulatory framework until now. This has meant that these devices were previously operating in a "gray area." To provide greater procedural clarity to our partners in law enforcement and to promote the usage of these types of mobility devices, Staff is proposing adding new language to Chapter 30, Traffic and Motor Vehicles. The new regulatory language mirrors the State's in defining golf carts, low speed vehicles, and micromobility devices and how they may be operated. This ordinance has received input from the Palm Beach County Sherriff's Office as well as the Town Attorney's office on enforcement and legal matters.

Additionally, the ordinance contemplates integration with the Town's mobility plan, specifying which types of vehicles may utilize the multimodal pathways envisioned by the mobility plan. Staff is strongly in favor of creating this framework for the safe and lawful operation of multimodal transit options in accordance with our mobility plan and comprehensive plan mobility goals. See 4.5.6, Objective 2, Policy 2.5 below:

"The Town shall evaluate developing complete street policies identified in the Mobility Plan into it's land development regulations. These land development regulations would address the anticipated users of roads, including pedestrians, bicyclists, transit, motorists. The land development regulations shall evaluate appropriate designs of roadway cross- sections based upon mobility and accessibility needs."

See also, 4.5.6, Objective 9, Policy 9.4:

"The Town shall evaluate allowing the use of micro transit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators."

Finally, since this ordinance is amending Chapter 30, some housekeeping elements were added to Section 30-35, further refining the definition of "high-capacity passenger van or work van," in response to issues which arose in the interpretation of this definition. The new definition is designed to eliminate any ambiguity.

2nd Reading Update

Following this ordinance's first reading, updates were made to subsection 30-6. (a), providing a definition for multimodal pathways (also referred to as multimodal ways in the Town's mobility plan), elaborating on their intended use and referring to the definition established for them under the Complete Streets section of the Multimodal Project portion of the mobility plan. Where the mobility plan is referenced, the reference has been updated to specify the October 26, 2023 Revision, which is the adopted version of the 2045 Lake Park Mobility Plan.

September 4 Updates

Pursuant to feedback from the Town Commission at the August 21 meeting, staff has further clarified when a golf cart may operate on the sidewalk and noted the license, registration, and insurance requirements for Golf Carts and Low Speed Vehicles is subject to state law.

Recommended Motion: FOR DISCUSSION PURPOSES ONLY.

ORDINANCE NO. 08-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town's Community Development Department has created a new Chapter 30, Article I, Section 30-6 of the Town Code providing for definitions, and regulations pertaining to the operation of low speed vehicles, micromobility devices, motorized scooters, and golf carts within the Town and recommends the adoption of the same; and

WHEREAS, the Community Development Department recommends amendments to Chapter 30, Article II, Section 30-35 of the Town Code to provide for an updated definition for high-capacity passenger van or work van; and

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Chapter 30, Article I, Section 30-6 is hereby created to read as follows:

(...)

Sec. 30-6. Low Speed Vehicles, Micromobility Devices, Motorized Scooters, and Golf Carts.

- (a) Definitions. The following terms when used herein shall have the meanings defined below.

Golf Cart means a motor vehicle as defined in F.S. 320.01 (22), as amended, that is built for operation on golf courses or for traveling short distances that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle means a motor vehicle as defined in F.S. 320.01, as amended, that is capable of reaching speeds of at least 20 miles per hour, but not greater than 25 miles per hour.

Micromobility Device means any motorized transportation device as defined by F.S. 316.003 (41) made available for private use by reservation through online application or software for point-to-point trips and which is not capable of exceeding speeds of 20 miles per hour. This term shall include motorized scooters.

Motorized Scooter is a type of micromobility device and means any vehicle or micromobility device, as defined by F.S. 316.003 (48), that is powered by a motor, with or without a seat, designed to travel on not more than three wheels, and which is not capable of speeds greater than 20 miles per hour.

Multimodal Pathway or Multimodal Way is a type of shared use path intended to be used by micromobility devices, bikes, and scooters, and in some cases golf carts as identified in the 2045 Lake Park Mobility Plan map and further defined in the graphic of the Complete Streets section under Multimodal Projects.

Right of way means any public or private right of way, town, county, state or federal improved road.

- (b) Operation of Low Speed Vehicles and Golf Carts.

- (1) In accordance with F.S. 316.212 golf carts and low speed vehicles may be operated on private properties and right of ways (except sidewalks unless constructed as an approved multimodal pathway at least 8 feet in width) within the Town of Lake Park subject to the posted speed. Golf carts may be operated within the town's rights of way in accordance with the posted speed

limits not exceeding 25 miles per hour. Low speed vehicles shall be permitted on rights of way with posted speed limits not exceeding 35 miles per hour. Golf carts may be operated on the Town's multi-modal pathways, as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour. Low speed vehicles may not be operated on multi-modal pathways.

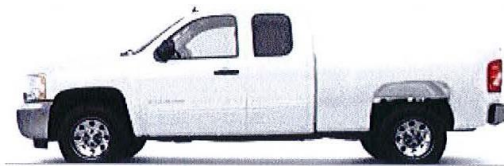
- (2) All golf carts shall be equipped with headlights, brake lights, turn signals, two round red reflectors of a minimum of three inches in diameter affixed to the rear of the golf cart within six inches of each side edge, and a windshield.
 - (3) All low speed vehicles shall be equipped with headlamps, stop lamps, turn signal lamps, taillights, reflectors, parking brakes, mirrors, windshields, seat belts, and VINs.
 - (4) All golf carts and low speed vehicles operated within the Town shall comply with applicable state statutes pertaining to the operation of golf carts and low speed vehicles. Any violation of applicable state statutes shall be a violation of this article. Golf cart and low speed vehicles shall comply with all applicable local and state traffic laws and operators may be issued citations or traffic or moving violations.
 - (5) Golf carts and low speed vehicles may only be operated by individuals in accordance with state law, including licensing, registration, and insurance. Low speed vehicles may be operated by individuals possessing a valid driver's license. License, registration, and insurance requirements for golf carts and low speed vehicles must be in accordance with state law.
- (c) Operation of Micromobility Devices and Motorized Scooters.
- (1) In accordance with F.S. 316.2128, micromobility devices and motorized scooters shall not be required to have a driver's license to operate. Users under 16 years of age are required to wear a helmet. Micromobility devices and motorized scooters shall comply with all the requirements applicable to bicycles established under F.S. 316.2065, except as exempted. Motorized scooters and micromobility devices may be operated within Town limits on sidewalks, bike lanes, and multi-modal pathways as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour.
- (d) Enforcement of Provisions.
- (1) The Town's Law Enforcement provider shall enforce the provisions contained within this article.

Secs. 30-76—30-30. Reserved.

Section 3. Chapter 30, Article II, Section 30-35 is amended as follows:

Sec. 30-35. Parking of commercial vehicles in residential districts.

(...)



High-capacity passenger van or work van. A high-capacity passenger van means a vehicle with normal carrying passenger capacity of more than seven passengers, used to carry passengers, with a linear non-varying roofline, from front to back, extending over the passenger area and a glass area along the side of the van enabling passenger visibility. A work van means a vehicle that is used to store work materials and rooftop cargo, with a linear non-varying roofline, from front to back except for the rooftop cargo, extending the entire length of the vehicle and a possible side entrance door to access materials. Example (for illustrative purposes only):



(...)

Secs. 30-36—30-60. Reserved.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

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

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

#5699007 v1 26508-00002

Select Year:

The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2128 Micromobility devices, motorized scooters, and miniature motorcycles; requirements.—**

(1) The operator of a motorized scooter or micromobility device has all of the rights and duties applicable to the rider of a bicycle under s. [316.2065](#), except the duties imposed by s. [316.2065\(2\)](#), (3)(b), and (3)(c), which by their nature do not apply. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. [316.008](#), from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

(2) A motorized scooter or micromobility device is not required to satisfy the registration and insurance requirements of s. [320.02](#) or the licensing requirements of s. [316.605](#).

(3) A person is not required to have a driver license to operate a motorized scooter or micromobility device.

(4) A person who offers motorized scooters or micromobility devices for hire is responsible for securing all such devices located in any area of the state where an active tropical storm or hurricane warning has been issued by the National Weather Service.

(5) A person who engages in the business of, serves in the capacity of, or acts as a commercial seller of miniature motorcycles in this state must prominently display at his or her place of business a notice that such vehicles are not legal to operate on public roads, may not be registered as motor vehicles, and may not be operated on sidewalks unless authorized by an ordinance enacted pursuant to s. [316.008\(7\)\(a\)](#) or s. [316.212\(8\)](#). The required notice must also appear in all forms of advertising offering miniature motorcycles for sale. The notice and a copy of this section must also be provided to a consumer prior to the consumer's purchasing or becoming obligated to purchase a miniature motorcycle.

(6) Any person selling or offering a miniature motorcycle for sale in violation of this section commits an unfair and deceptive trade practice as defined in part II of chapter 501.

History.—s. 16, ch. 2006-290; s. 27, ch. 2009-21; s. 47, ch. 2010-223; s. 11, ch. 2017-150; s. 3, ch. 2019-109.

Select Year:

The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks and the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

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[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2065 Bicycle regulations.—**

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. [318.18](#). The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3) (e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. ~~334.03~~. However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69; s. 1, ch. 2021-20; s. 5, ch. 2021-180.

Note.—Former s. 316.111.

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[Title XXIII](#)
MOTOR VEHICLES

[Chapter 320](#)
MOTOR VEHICLE LICENSES

[View Entire Chapter](#)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(1) “Motor vehicle” means:

(a) An automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micromobility devices, personal delivery devices and mobile carriers as defined in s. [316.003](#), special mobile equipment as defined in s. [316.003](#), vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. [316.515](#), as that section may hereafter be amended. As defined below, the basic entities are:

1. The “travel trailer,” which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8½ feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The “camping trailer,” which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The “truck camper,” which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The “motor home,” which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. [316.515](#), is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The “private motor coach,” which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. [316.515](#)(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The “van conversion,” which is a vehicular unit which does not exceed the length and width limitations provided in s. [316.515](#), is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park

trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

(2)(a) “Mobile home” means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

(b) “Manufactured home” means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

(3) “Owner” means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise.

(4) “Trailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle.

(5) “Semitrailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

(6) “Net weight” means the actual scale weight in pounds with complete catalog equipment.

(7) “Gross weight” means the net weight of a motor vehicle in pounds plus the weight of the load carried by it.

(8) “Cwt” means the weight per hundred pounds, or major fraction thereof, of a motor vehicle.

(9) “Truck” means any motor vehicle with a net vehicle weight of 5,000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(10) “Heavy truck” means any motor vehicle with a net vehicle weight of more than 5,000 pounds, which is registered on the basis of gross vehicle weight in accordance with s. [320.08\(4\)](#), and which is designed or used for the carriage of goods or designed or equipped with a connecting device for the purpose of drawing a trailer that is attached or coupled thereto by means of such connecting device and includes any such motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(11) “Truck tractor” means a motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semitrailer that is attached or coupled thereto by means of such fifth wheel and which has no provision for carrying loads independently.

(12) “Gross vehicle weight” means:

(a) For heavy trucks with a net weight of more than 5,000 pounds, but less than 8,000 pounds, the gross weight of the heavy truck. The gross vehicle weight is calculated by adding to the net weight of the heavy truck the weight of the load carried by it, which is the maximum gross weight as declared by the owner or person applying for registration.

(b) For heavy trucks with a net weight of 8,000 pounds or more, the gross weight of the heavy truck, including the gross weight of any trailer coupled thereto. The gross vehicle weight is calculated by adding to the gross weight of the heavy truck the gross weight of the trailer, which is the maximum gross weight as declared by the owner or person applying for registration.

(c) The gross weight of a truck tractor and semitrailer combination is calculated by adding to the net weight of the truck tractor the gross weight of the semitrailer, which is the maximum gross weight as declared by the owner or person applying for registration; such vehicles are together by means of a fifth-wheel arrangement whereby part of the weight of the semitrailer and load rests upon the truck tractor.

(13) "Passenger," or any abbreviation thereof, does not include a driver.

(14) "Private use" means the use of any vehicle which is not properly classified as a for-hire vehicle.

(15)(a) "For-hire vehicle" means any motor vehicle, when used for transporting persons or goods for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. When goods or passengers are transported for compensation in a motor vehicle outside a municipal corporation of this state, or when goods are transported in a motor vehicle not owned by the person owning the goods, such transportation is "for hire." The carriage of goods and other personal property in a motor vehicle by a corporation or association for its stockholders, shareholders, and members, cooperative or otherwise, is transportation "for hire."

(b) The following are not included in the term "for-hire vehicle": a motor vehicle used for transporting school children to and from school under contract with school officials; a hearse or ambulance when operated by a licensed embalmer or mortician or his or her agent or employee in this state; a motor vehicle used in the transportation of agricultural or horticultural products or in transporting agricultural or horticultural supplies direct to growers or the consumers of such supplies or to associations of such growers or consumers; a motor vehicle temporarily used by a farmer for the transportation of agricultural or horticultural products from any farm or grove to a packinghouse or to a point of shipment by a transportation company; or a motor vehicle not exceeding 1½ tons under contract with the Government of the United States to carry United States mail, provided such vehicle is not used for commercial purposes.

(16) "Road" means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

(17) "Brake horsepower" means the actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(18) "Department" means the Department of Highway Safety and Motor Vehicles.

(19)(a) "Registration period" means a period of 12 months or 24 months during which a motor vehicle or mobile home registration is valid.

(b) "Extended registration period" means a period of 24 months during which a motor vehicle or mobile home registration is valid.

(20) "Marine boat trailer dealer" means any person engaged in:

(a) The business of buying, selling, manufacturing, or dealing in trailers specifically designed to be drawn by another vehicle and used for the transportation on land of vessels, as defined in s. [327.02](#); or

(b) The offering or displaying of such trailers for sale.

(21) "Renewal period" means the period during which renewal of a motor vehicle registration or mobile home registration is required, as provided in s. [320.055](#).

(22) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(23) "International Registration Plan" means a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of fleet miles operated in various jurisdictions.

(24) “Apportionable vehicle” means any vehicle, except recreational vehicles, vehicles displaying restricted plates, city pickup and delivery vehicles, and government-owned vehicles, which is used or intended for use in two or more member jurisdictions that allocate or proportionally register vehicles and which is used for the transportation of persons for hire or is designed, used, or maintained primarily for the transportation of property and:

- (a) Is a power unit having a gross vehicle weight in excess of 26,000 pounds;
- (b) Is a power unit having three or more axles, regardless of weight; or
- (c) Is used in combination, when the weight of such combination exceeds 26,000 pounds gross vehicle weight.

Vehicles, or combinations thereof, having a gross vehicle weight of 26,000 pounds or less and two-axle vehicles may be proportionally registered.

(25) “Commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. [549.09\(1\)\(a\)](#), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(26) “Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an autocycle, as defined in s. [316.003](#), but excludes a tractor, a moped, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(27) “Moped” means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(28) “Interstate” means vehicle movement between or through two or more states.

(29) “Intrastate” means vehicle movement from one point within a state to another point within the same state.

(30) “Person” means and includes natural persons, corporations, copartnerships, firms, companies, agencies, or associations, singular or plural.

(31) “Registrant” means a person in whose name or names a vehicle is properly registered.

(32) “Motor carrier” means any person owning, controlling, operating, or managing any motor vehicle used to transport persons or property over any public highway.

(33) “Motorized disability access vehicle” means a vehicle designed primarily for handicapped individuals with normal upper body abilities and designed to be fueled by gasoline, travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(34) “Resident” means a person who has his or her principal place of domicile in this state for a period of more than 6 consecutive months, who has registered to vote in this state, who has made a statement of domicile pursuant to s. [222.17](#), or who has filed for homestead tax exemption on property in this state.

(35) “Nonresident” means a person who is not a resident.

(36) “Electric vehicle” means a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current.

(37) “Disabled motor vehicle” means any motor vehicle as defined in subsection (1) which is not operable under its own motive power, excluding a nondisabled trailer or semitrailer, or any motor vehicle that is unsafe for operation upon the highways of this state.

(38) “Replacement motor vehicle” means any motor vehicle as defined in subsection (1) under tow by a wrecker to the location of a disabled motor vehicle for the purpose of replacing the disabled motor vehicle, thereby permitting the transfer of the disabled motor vehicle’s operator, passengers, and load to an operable motor vehicle.

(39) “Wrecker” means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

(40) “Tow” means to pull or draw any motor vehicle with a power unit by means of a direct attachment, drawbar, or other connection or to carry a motor vehicle on a power unit designed to transport such vehicle from one location to another.

(41) “Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. [316.2122](#).

(42) “Utility vehicle” means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. [316.2074](#).

(43) For purposes of this chapter, the term “agricultural products” means any food product; any agricultural, horticultural, or livestock product; any raw material used in plant food formulation; and any plant food used to produce food and fiber.

(44) “Mini truck” means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.

(45) “Swamp buggy” means a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.

History.—ss. 1, 6, ch. 7275, 1917; s. 1, ch. 7737, 1918; RGS 1006, 1011; ss. 2, 5, ch. 8410, 1921; s. 2, ch. 9156, 1923; s. 1, ch. 9157, 1923; ss. 1, 3, ch. 10182, 1925; CGL 1280, 1285, 1677; s. 3, ch. 15625, 1931; s. 3, ch. 16085, 1933; s. 1, ch. 20743, 1941; s. 1, ch. 20911, 1941; s. 1, ch. 26923, 1951; s. 1, ch. 59-351; s. 1, ch. 65-61; s. 1, ch. 65-446; ss. 23, 24, 35, ch. 69-106; s. 1, ch. 70-215; s. 1, ch. 70-391; s. 93, ch. 71-377; s. 1, ch. 72-339; s. 1, ch. 73-284; s. 2, ch. 74-243; s. 3, ch. 75-66; s. 2, ch. 76-135; s. 4, ch. 76-286; s. 1, ch. 77-180; s. 1, ch. 77-357; s. 1, ch. 78-221; s. 125, ch. 79-400; s. 12, ch. 81-151; s. 22, ch. 82-134; s. 3, ch. 83-188; s. 23, ch. 83-215; s. 1, ch. 83-318; s. 1, ch. 84-182; s. 7, ch. 84-260; s. 5, ch. 85-155; s. 43, ch. 85-180; s. 10, ch. 85-309; s. 4, ch. 85-343; s. 11, ch. 86-243; s. 11, ch. 87-161; s. 20, ch. 87-198; s. 5, ch. 87-225; s. 1, ch. 88-147; s. 66, ch. 89-282; s. 2, ch. 89-320; s. 1, ch. 90-163; s. 4, ch. 90-270; s. 5, ch. 92-148; s. 39, ch. 94-306; s. 910, ch. 95-148; s. 10, ch. 95-247; s. 10, ch. 95-333; s. 29, ch. 96-413; s. 3, ch. 97-58; s. 2, ch. 99-163; s. 15, ch. 99-248; s. 39, ch. 2001-196; s. 1, ch. 2007-242; s. 16, ch. 2008-176; s. 2, ch. 2008-179; s. 6, ch. 2009-183; s. 20, ch. 2012-174; s. 27, ch. 2012-181; s. 27, ch. 2013-160; s. 72, ch. 2016-239; s. 4, ch. 2017-150; s. 5, ch. 2018-130; s. 5, ch. 2019-109; s. 11, ch. 2020-69; s. 7, ch. 2022-175.

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance. **Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.**

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit flhsmv.gov/low-speed-vehicles

Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Beginning October 1, 2023, a person operating a golf cart on public roads or streets who is under 18 years of age must possess a valid learner’s driver license or valid driver license, and a person who is 18 years of age or older must possess a valid form of government-issued photographic identification.

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** flhsmv.gov/locations

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, flhsmv.gov/fees
 - Inspection fee
 - Title fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)
 - Plate fee

All-Terrain Vehicles

Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered**, and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

flhsmv.gov/low-speed-vehicles



OCTOBER 2022 MODIFIED: 26OCT2022

2045 LAKE PARK MOBILITY PLAN

NUE URBAN CONCEPTS
 LAND USE · MOBILITY · PARKING · FEES
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www.nueurbanconcepts.com

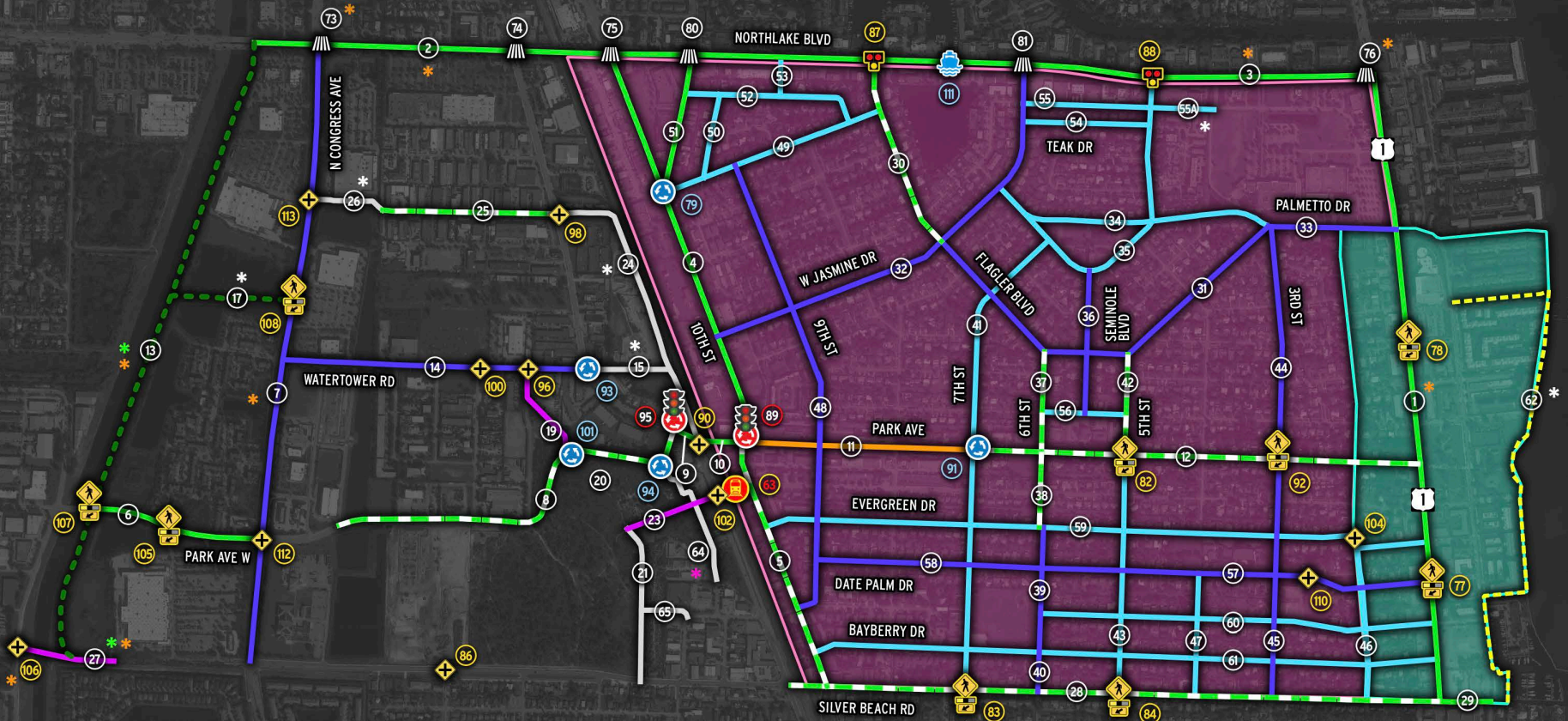


- LAKE PARK GREENWAY
- WATERFRONT PROMENADE
- TWO (2) LANE DIVIDED COMPLETE STREET
- PARK AVE CURBLESS MAIN STREET
- NEW FUTURE TWO (2) LANE ROAD
- NEW FUTURE TWO (2) LANE ROAD (TO BE CONSTRUCTED BY NEW DEVELOPMENT/ REDEVELOPMENT)
- RESIDENTIAL TRAFFIC CALMING PROGRAM
- FEDERAL HIGHWAY MIXED-USE OVERLAY DISTRICT (FHMUDO)

- ### STREET IMPROVEMENTS
- MULTIMODAL IMPROVEMENT
 - COMPLETE STREET
 - PRIORITY RESIDENTIAL TRAFFIC CALMING STREET (DESIGN TBD BASED ON FURTHER EVALUATION)

- ### CROSSING IMPROVEMENTS
- INTERSECTION IMPROVEMENT
 - ROUNDABOUT
 - SIGNALIZED ROUNDABOUT
 - HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK)
 - HIGH VISIBILITY CROSSWALK
 - RECTANGULAR RAPID FLASHING BEACON (RRFB)

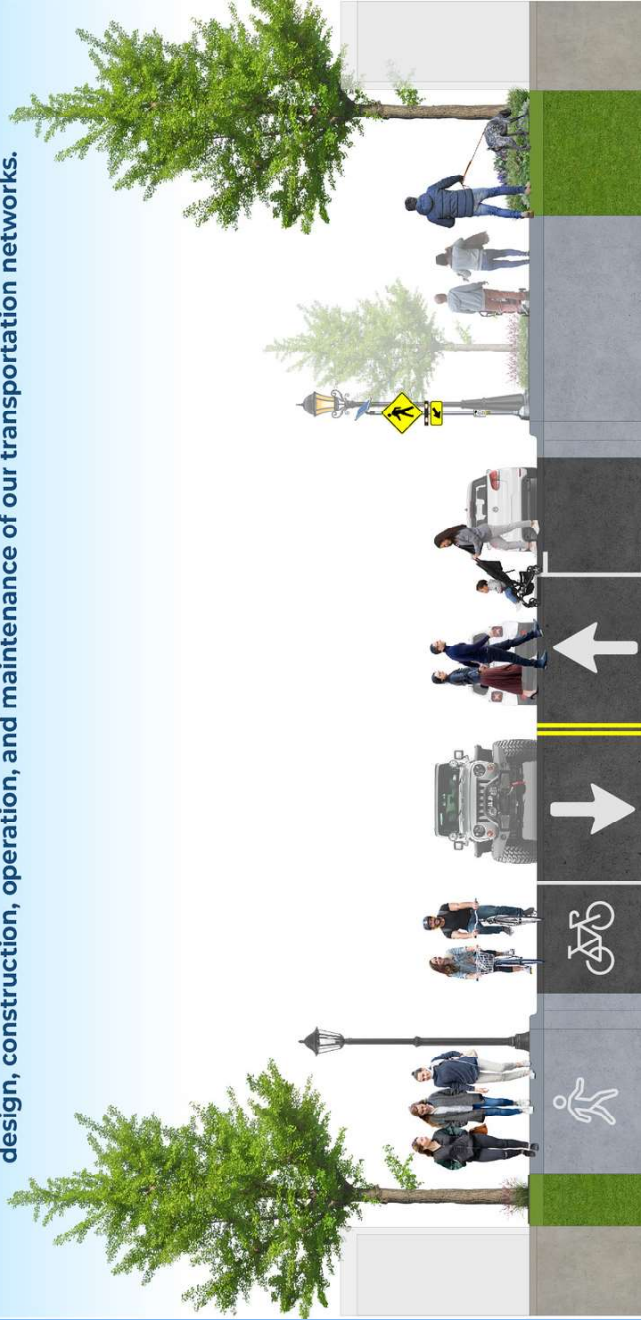
- TRAIN STATION
- BOAT UNDERPASS
- 1 * #15, 17, 24, 26, 55A, 62 - PROJECT REQUIRES RIGHT-OF-WAY FROM PRIVATELY-OWNED PROPERTY
- 2 * #13, 27 - PROJECT REQUIRES UTILITY EASEMENT
- 3 * #64 - PROJECT REQUIRES RIGHT-OF-WAY OWNED BY PALM BEACH COUNTY
- 4 * #1, 2, 3, 7, 13, 27, 73, 76, 106 - ENTIRELY OR PARTIALLY LOCATED OUTSIDE LAKE PARK TOWN LIMITS



What are Complete Streets?

WHAT IS A COMPLETE STREET? **D D E C**

A Complete Streets approach integrates people and place in the planning, design, construction, operation, and maintenance of our transportation networks.



ACTIVE SIDEWALKS

Sidewalks should be smooth, wide/feel safe, and have appropriate transitions to the street, making them easy to walk or use a wheelchair on.

DEDICATED BIKE LANES

Simple pavement markings creating a dedicated bike lane make both motorist and bicycle movement more predictable, and therefore safer for both. High-visibility markings using bicycles or casual riders for transportation.

ACTIVE ROADWAY

One lane of car traffic going in each direction with a two-way-left-turn-lane (TWLTL) in the center would reduce the number of crashes on Government Street by providing turning vehicles a refuge from through traffic, while keeping through traffic moving more efficiently.

SAFE CROSSWALKS

Closely marked crosswalks allow pedestrians and wheelchair users to cross streets safely, while making sure cars know where to expect them.

FURNISHING ZONE

The street furniture zone is defined as the section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, bicycle parking are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

Green Spaces

Parks and public green spaces create a destination, encouraging community interaction and providing a rest from the surrounding urban environment.



www.mobilitycohort.com/lakepark



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Agenda Title: Florida Power & Light (FPL) LED Lighting Agreement.

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: 2024.10.15 10:22:44 -04'00'

Cost of Item: \$5,290.70 **Funding Source:** SPECIAL PROJECTS FUND

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
 DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US
 Date: 2024.10.15.10.10:45.0407

Advertised: _____

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

Attachments: FPL Led Lighting Agreement and Resolution, CNV-Town of Lake Park Design, FPL LT-1 LED Lighting Agreement

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park seeks Commission approval for the Florida Power & Light (FPL) LED Lighting Agreement. This agreement involves installing and modifying LED lighting at various locations within the town, including V/O 10 Ct, Northern Dr, Polar Dr, and other streets. The agreement will enhance energy efficiency and improve lighting quality by installing energy-saving LED fixtures. There is no cost to the Town for this project except for a Contribution in Aid of Construction (CIAC) of \$5,290.70, which has already been budgeted. The project aligns with the Town’s goal of modernizing public infrastructure while reducing energy consumption.

Recommended Motion:

The department recommends that the LED Lighting Agreement between the Town of Lake Park and Florida Power & Light be approved for installing and modifying lighting facilities, as outlined in the agreement.

RESOLUTION NO. 89-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLORIDA POWER & LIGHT FOR THE INSTALLATION OF LED LIGHTING AT VARIOUS LOCATIONS IN THE TOWN; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park is committed to modernizing its lighting infrastructure in the Town to increase its energy efficiency and reduce costs for its residents and businesses; and

WHEREAS, Florida Power & Light (FPL) has proposed an agreement to install and convert the existing lighting infrastructure within the Town and convert it to LED lighting at various locations throughout the Town of Lake Park; and

WHEREAS, the Town Commission has determined that entering into this agreement with FPL will be of benefit to the Town's residents and businesses.

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

Section 1. The Town Commission of the Town of Lake Park, Florida, agrees to the terms and conditions contained in the agreement proposed by FPL for conversion and installation of LED lighting in various areas of the Town (the Agreement), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A". The Town Commission hereby authorizes and directs that the mayor to execute the Agreement to FPL. The Town Clerk is directed to deliver a certified copy of the executed Agreement to FPL.

Section 2. This Resolution shall take effect immediately upon its execution.



FPL Account Number: **142722439**

FPL Work Request Number:

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Lake Park (hereinafter called the Customer), requests on this 10th day of **October, 2024** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) V/O 10 Ct and Northern Dr, Polar Dr, West Rd, Bayberry Dr, 3rd St., located in Lake Park, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED Roadway	93	12000	3000	4	
HYBRID Component H600235					4
LED Roadway	59	7500	3000	6	
LED ATBM	118	15453			6

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Remove existing and replace with new LED fixtures.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 5,290.70 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

- 14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
- 16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
- 21. The lighting facilities shall remain the property of FPL in perpetuity.
- 22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Lake Park

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

By: Gladys Reyes _____
(Signature)

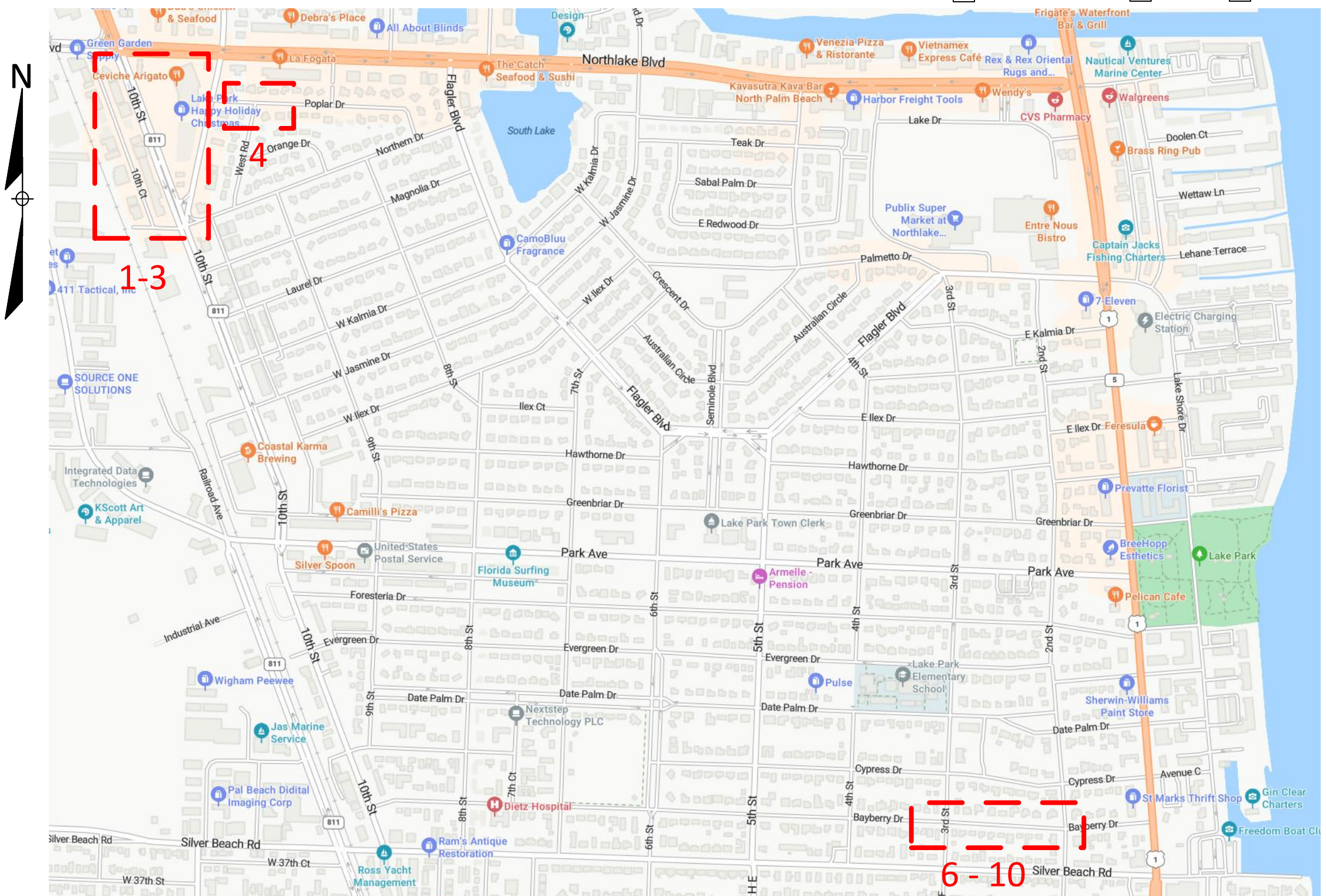
(Print or type name)

Gladys A. Reyes
(Print or type name)

Title: _____

Title: Sr. LED Representative

INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY
 Item 12.



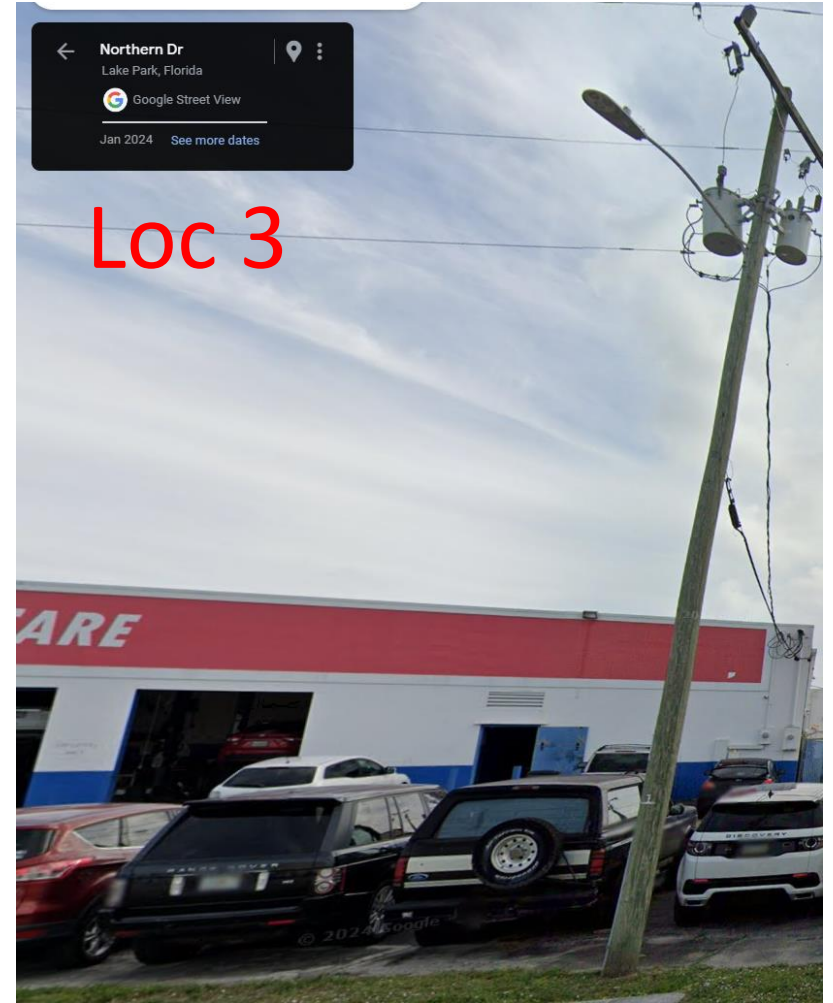
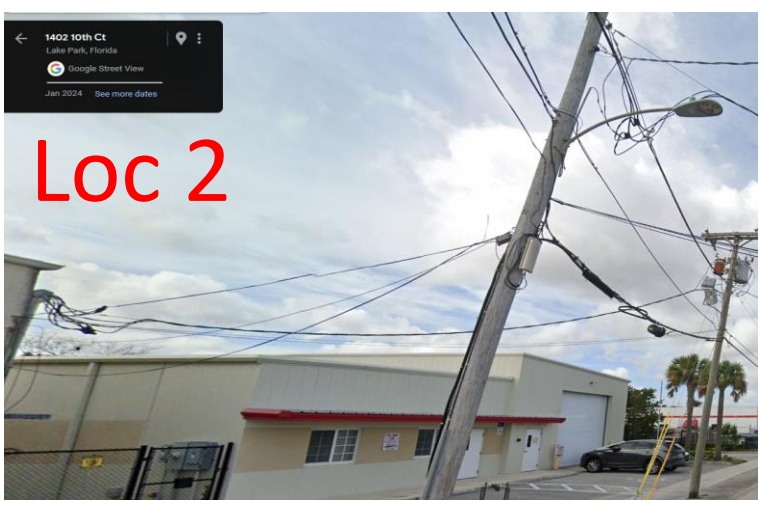
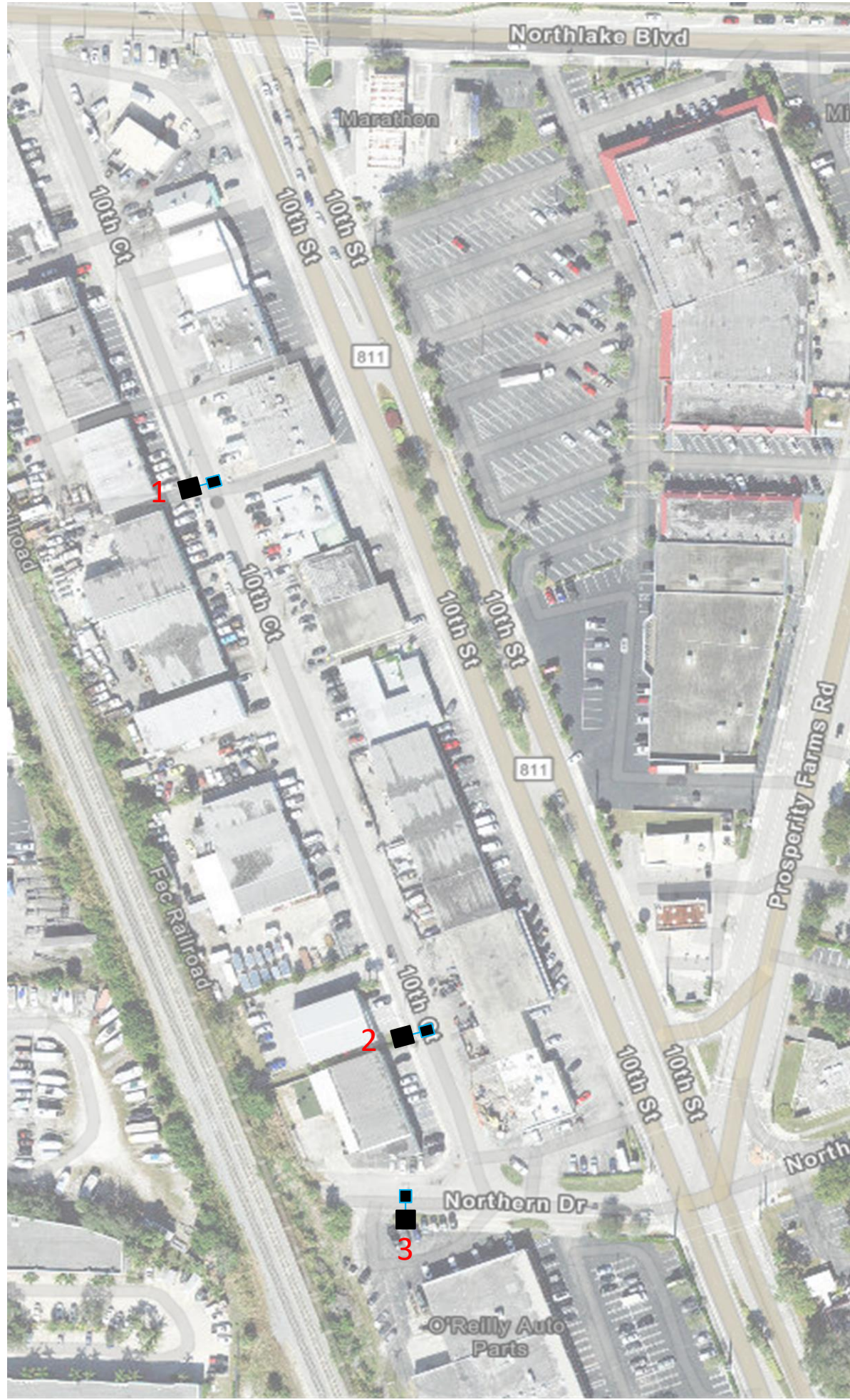
FPL Construction Notes	
	Existing Distribution Concrete Pole
	Existing Street Light Concrete Pole
	Existing Fixture with Bracket

Feeder: 403934

Feeder: 403931

Product summary					
Symbol	Description	Watts	Color Temp	Lumens	Quantity
	ROADWAY	59W	3000K	7,500L	6
	ROADWAY	93W	3000K	12,000L	4

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL CNV - Town of Lake Park INSTALL 10 Lights V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: Melissa Leyva Date: 07/18/24	
	WMD	RR Xing	DR. Dist.	Transm.		Drawn by: ML Check by: Dwg No. 1 OF 4	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. X 346	
				WR XXXXXXXX		M/A XX	



Construction Notes:

FPL Contractor to connect existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown.
 LOC 1 – 3: Remove existing ATBM – 118W LED Fixture – and – Install 1 – ROADWAY 93W – 12,000L – 3000K LED Fixture on existing Concrete Pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL CNV - Town of Lake Park INSTALL 10 Lights V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: Melissa Leyva Date: 07/18/24	
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. <input checked="" type="checkbox"/> 347	
				WR XXXXXXXX		M/A XX	



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown.

LOC 4: Remove existing ATBM – 118W LED Fixture – and – Install 1 – ROADWAY 93W – 12,000L – 3000K LED Fixture on existing Concrete Pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

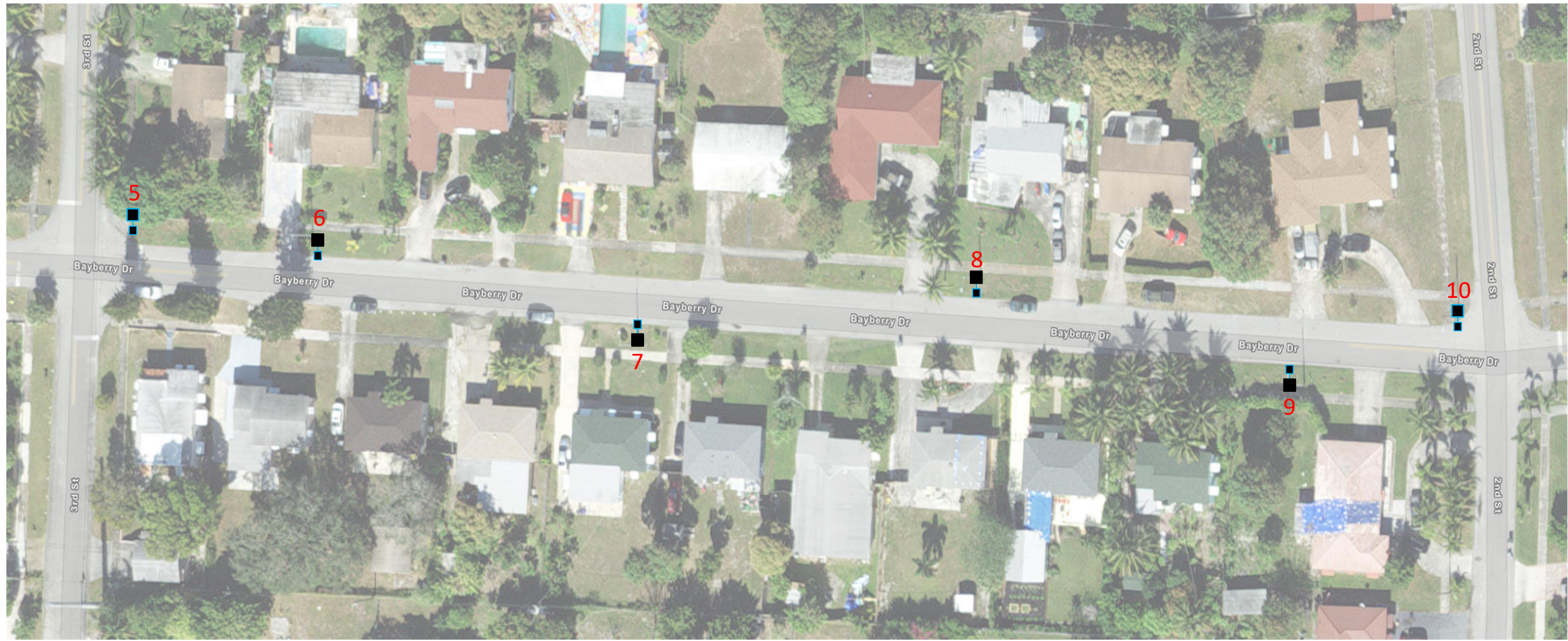
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

FPL LED Representative: Gladys Reyes

Feeder: 403934

AS-BUILT CREW PRINT		<small>ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.</small>		<small>JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS</small>		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL CNV - Town of Lake Park INSTALL 10 Lights V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: Melissa Leyva Date: 07/18/24 Drawn by: ML Check by: Dwg No. 3 OF 4	
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 348	
				WR XXXXXXXXXX		M/A XX	



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to connect to existing #6 DPX OH cables to all locations shown.

LOC 5 & 10: Remove existing ATBM – 118W LED Fixture – and – Install 1 – ROADWAY 59W – 7,500L – 3000K LED Fixture on existing Concrete Pole.

LOC 6 – 9: Remove existing ROADWAY 93W – and - Install 1 – ROADWAY 59W – 7,500L – 3000K LED Fixture on existing Concrete Pole.

‘CHECK VOLTAGE – CONVERT 480V to 120V or 240V’

On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.

-Verify fixture is working correctly after installation. Check 120V to terminal blocks.

-Customer is responsible for any restoration incurred.

Feeder: 403931

FPL LED Representative: Gladys Reyes

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL CNV - Town of Lake Park INSTALL 10 Lights V/O 10th Ct & Northern Dr / Poplar Dr & West Rd / Bayberry Dr and 3rd St, Lake Park, FL 33403	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: Melissa Leyva Date: 07/18/24 Drawn by: ML Check by: Dwg No. 4 OF 4	
	WMD	RR Xing	DR. Dist.	Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Rural Location Sec. *** TWP. *** S, RGE. *** F	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. X 349	
				WR XXXXXXXX		M/A XX	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH SHORES FOR THE PROVISION OF FILL MATERIAL FOR THE LAKE PARK MARINA

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

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/ Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.10.25 11:45:30 -04'00'

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

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachments:</u> Resolution _____
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: <input checked="" type="checkbox"/> BMT OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The purpose of this agenda item is to authorize and direct the Mayor to execute an Interlocal Agreement with the Town of Palm Beach Shores for the provision of fill material to be dredged from the navigational channel adjacent to Palm Beach Shores as part of their dredging project to be used for the Lake Park Harbor Marina.

Staff recommends approval.

Recommended Motion: I move to adopt Resolution _____.

RESOLUTION 90-11-24

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH SHORES FOR THE PROVISION OF FILL MATERIAL FOR THE LAKE PARK MARINA, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Whereas Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, the Town of Lake Park and Town of Palm Beach Shores worked cooperatively to secure funding from the Florida Legislature for the dredging of the navigational channel adjacent to Palm Beach Shores as part of their dredging project; and

Whereas the Town Commission has determined it is in the best interests of the Town to enter into the Interlocal Agreement with Palm Beach Shores for 60,000 to 80,000 cubic yards of dredged fill material.

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

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

Section 2. The Town Commission authorizes and directs the Mayor to execute the Interlocal Agreement between the Town of Palm Beach Shores and the Town of Lake Park, Florida.

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

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF PALM BEACH SHORES, FLORIDA
AND THE TOWN OF LAKE PARK, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a Florida municipal corporation with an address of 535 Park Avenue, Lake Park, FL 33403 (hereinafter "Lake Park"), and the Town of Palm Beach Shores, a Florida municipal corporation with an address of 247 Edwards Lane, Palm Beach Shores, FL 33404 (hereinafter "Palm Beach Shores").

WITNESSETH

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, Palm Beach Shores has been awarded funding in the amount of One Million Dollars (\$1,000,000.00) from the State of Florida, as well as Three and One Half Million Dollars (\$3,500,000.00) from the Florida Inland Navigation District (FIND), to pay for the dredging of the navigable channel on the east side of the Lake Worth Lagoon which connects to the Palm Beach Inlet, and which is adjacent to Palm Beach Shores destination properties including the Sailfish Marina, the Cannonsport Marina, and the Buccaneer Marina, as well as Peanut Island which provides recreation amenities for the public (the "Dredging Project"); and

WHEREAS, Lake Park supports a boating community that utilizes the Palm Beach Inlet, and has municipal marina known as the Lake Park Harbor Marina; and

WHEREAS, the Dredging Project is expected to generate 60,000 to 80,000 cubic meters of dredged fill material; and

WHEREAS, Lake Park has the current need for fill material associated with its project to reinforce and raise a seawall by three feet along the water's edge, Kelsey Park and the Lake Park Harbor Marina for .8 miles (the Lake Park Marina Project); and

WHEREAS, Lake Park desires to take possession of up to 80,000 cubic meters of dredged fill produced as a result of the Dredging Project for use at the Lake Park Marina and Kelsey Park; and

WHEREAS, the Lake Park and Palm Beach Shores Commissions worked cooperatively to secure funding from the Florida Legislature for the dredging of the navigational channel adjacent to Palm Beach Shores as part of the Dredging Project; and

WHEREAS, Lake Park is in need of fill material for its Lake Park Marina; and

WHEREAS, Palm Beach Shores agrees that Lake Park's lobbyist and Commissioners made valuable contributions that assisted Palm Beach Shore in securing the \$1,000,000.00 grant from the State of Florida.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and value of which the parties hereby expressly acknowledge, Lake Park and Palm Beach Shores hereto covenant and agree to the following terms and conditions:

1. **Incorporation of Recitals.** The above recitals are true and correct and are hereby incorporated into this Interlocal Agreement.
2. **Provision of Fill Material.** Upon commencement of, and as a direct by-

product from the Dredging Project, Palm Beach Shores shall cause 60,000 to 80,000 cubic yards of dredged fill material to be generated for the benefit of Lake Park. Palm Beach Shores shall be responsible to secure, store, and de-water said fill material. Palm Beach Shores shall be responsible for obtaining legal permission from Palm Beach County to store and de-water the fill material on Peanut Island, and for providing proof of such legal permission to Lake Park. Palm Beach Shores shall ensure through FIND that it has the authority to convey the fill material dredged from the Dredging Project to Lake Park.

3. Project Manager for the Removal of Fill Materials. Lake Park shall provide a project manager to manage the removal of fill material from Peanut Island to the Lake Park Harbor Marina. Lake Park and Palm Beach Shores agree to cooperate with each other in all respects regarding the removal of the fill from Peanut Island and its delivery to the Lake Park Harbor Marina.

4. Compliance with State of Florida funding reporting requirements (if any). Lake Park shall cooperate with Palm Beach Shores by providing, on request, information and documentation required for Palm Beach Shores to comply with its funding reporting obligations.

5. Dredged Fill Records. Upon Lake Park's request, Palm Beach Shores shall provide those records containing budget data, allocation percentages, response time statistics and all other information necessary to calculate the cost of fill provided.

6. Effective Date, Term, Termination. This Interlocal Agreement shall be effective upon its full execution by both Lake Park and Palm Beach Shores, and its subsequent filing with the Palm Beach County Clerk and Comptroller. This Interlocal Agreement

shall remain in full force and effect until the obligations specified herein have been completed, at which time this Interlocal Agreement shall automatically terminate. Any provision of this Interlocal Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive the expiration of this Interlocal Agreement.

7. Joint Preparation. Lake Park and Palm Beach Shores have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event an ambiguity or question of intent or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Interlocal Agreement.

8. Severability. The invalidity of any part or portion of this Interlocal Agreement shall not serve to invalidate any other part or portion of this Interlocal Agreement.

9. Notice. Any notice required to be provided by the terms of this Interlocal Agreement shall be in writing and shall be delivered via hand delivery, or sent via United States Mail, postage prepaid, to the following addresses:

LAKE PARK:
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
c/o Town Manager

PALM BEACH SHORES:
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, R... 33404
c/o Mayor

or to such other respective addresses as the parties may designate to each other in

writing from time to time.

10. **Governing Law and Venue.** The Laws of the State of Florida shall govern all aspects of this Interlocal Agreement. In the event it is necessary for either party to initiate legal action regarding this Interlocal Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Sothern District of Florida for any claims which are justiciable in federal court.

11. **Attorney's Fees.** In any action brought by either party for the enforcement of the obligations of the other party under this Interlocal Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

12. **Sovereign Immunity.** The parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of Lake Park's rights and immunities or Palm Beach Shores' rights and immunities under common law or Section 768.28, *Florida Statutes*, as might be amended from time to time.

13. **Time of the Essence.** The parties expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

14. **Palm Beach County Inspector General.** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable,

subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

15. Captions. The headings of the various paragraphs and sections of this Interlocal Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Interlocal Agreement or any part or parts of this interlocal Agreement.

16. Breach and Cure. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for by law, equity, or as stated herein.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST: TOWN OF PALM BEACH SHORES

BY: _____
TOWN CLERK

BY: _____
ALAN FIERS, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
KEITH W. DAVIS, Town Attorney

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing the Mayor to Piggyback on the City of Dania’s Contract Agreement (ITB No. 24-21) for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete with The Stout Group, LLC for the Town of Lake Park

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: 2024.10.30 14:01:59 -04'00'

Cost of Item: \$820,614.57 **Funding Source:** SPECIAL PROJECTS FUND

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva
Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdasilva@lakeparkflorida.gov, c=US
Date: 2024.10.30 10:22:20 -04'00'

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

Attachments: Agreements between the Town of Lake Park and The Stout Group, LLC.
Resolution Authorizing and Directing the Mayor to Piggyback on The City of Dania’s Contract Agreement (ITB No. 24-21)
Contract Agreement between the City of Dania and The Stout Group, LLC., for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete

Please initial one:
_____Yes, I have notified everyone.
JM Not applicable in this case.

Summary Explanation/Background:

The Public Works Department of the Town of Lake Park is seeking authorization to piggyback on the City of Dania’s Contract Agreement for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete. The agreement, which was competitively bid and awarded to The Stout Group, LLC., provides a flexible and cost-effective solution for addressing roadway improvements.

By piggybacking on this existing contract, the Town can expedite the procurement process, secure competitive pricing, and engage contractors already demonstrating their qualifications and performance

under the City of Dania's Agreement. This approach adheres to local and state procurement regulations and allows the Town to benefit from the established contract terms without the need to issue a new bid.

The authorization will enable the Town to move forward with essential roadway and rights-of-way infrastructure improvement projects (Road Resurfacing and Sidewalk Improvement) efficiently, ensure timely completion, and maintain compliance with all legal requirements.

Recommended Motion:

The department recommended that the Town Commission approve the request to piggyback on the City of Dania's Agreement for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete with The Stout Group, LLC.

RESOLUTION NO. 92-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE WITH THE STOUT GROUP LLC., AND PROVIDING FOR AN EFFECTIVE NOVEMBER 06, 2024.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the City of Dania, Florida (City) solicited competitive bids pursuant to ITB No. 24-021 for services associated with concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, pursuant to this competitive bidding process, the City awarded a bid for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete to The Stout Group, LLC. (Contractor); and

WHEREAS, the City entered into an agreement with the Contractors; and

WHEREAS, the City's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in the City of Dania's Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the City executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the City's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the City of Dania's Agreement.

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

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

Agreement

This Agreement for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and The Stout Group, LLC. a corporation, with offices located at 10850 NW 138 Street Bay #3 Hialeah Gardens, FL 33018, (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

WHEREAS, the City of Dania, Florida (the City), through a competitive bidding process, solicited bids from qualified contractors to for work associated with Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete (the Services) pursuant to Invitation for Bid Number 24-021; and

WHEREAS, the City awarded a bid for the Services to the Stout Group LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing and conditions; and

WHEREAS, the City's agreement with the Contractor permits the Contractor to offer the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the City, including, sidewalk inspection, grinding, removal of concrete, and the repair of sidewalk services. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
3. Term.

- a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the City of Dania's Agreement, from the beginning of October 1, 2024, through September 30, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.
 5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
 6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not

be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant 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, 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
 - d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.
- ## 8. Insurance and Indemnification.
- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed

officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

- 9. Termination.
 - a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

- 10. Governing Law and Venue.
 - a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

- 11. Entire Agreement.
 - a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

BY: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ___ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

**CONTRACTOR
THE STOUT GROUP, LLC**

By: _____

Its: _____

Printed

Agreement

This Agreement for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and The Stout Group, LLC. a corporation, with offices located at 10850 NW 138 Street Bay #3 Hialeah Gardens, FL 33018, (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

WHEREAS, the City of Dania, Florida (the City), through a competitive bidding process, solicited bids from qualified contractors to for work associated with Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete (the Services) pursuant to Invitation for Bid Number 24-021; and

WHEREAS, the City awarded a bid for the Services to the Stout Group LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing and conditions; and

WHEREAS, the City's agreement with the Contractor permits the Contractor to offer the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the City, including, sidewalk inspection, grinding, removal of concrete, and the repair of sidewalk services. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
3. Term.

- a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the City of Dania's Agreement, from the beginning of October 1, 2024, through September 30, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.
 5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
 6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not

be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant 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, 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed

officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

TOWN OF LAKE PARK

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

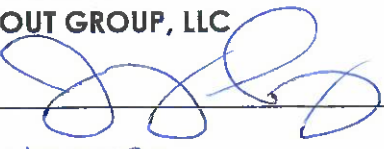
By: _____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ___ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

**CONTRACTOR
THE STOUT GROUP, LLC**

By:  _____

Its: MANAGER _____

Jose M. Sanchez
Printed _____

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
 8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
 9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
 10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

B. R. da

Signature

Brian Randa

PRINT Name

[Signature]

Signature

Laura Puck

PRINT Name

CONTRACTOR:

THE STOUT GROUP, LLC
a Florida limited liability company

[Signature]

Signature

Jose M. Sanchez

PRINT Name

Manager

Title

Dated: October 15, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on October 15, 2024 by Jose M. Sanchez, as Manager of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced Known as identification.

[Signature]

Notary Public, State of Florida

Francis S. Varela

Print Name

My Commission Expires: 4/5/2025



Francis S. Varela
Notary Public
State of Florida
Comm# HH112430
Expires 4/5/2025

EXHIBIT 'B'
BID FORM

Failure to submit Appendix B, BID FORM, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated.

Item	Description	U / M	Unit Cost
CONCRETE CURBING/SIDEWALK CONSTRUCTION - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 15.00
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 20.00
3	Construct 4" Concrete Sidewalk	SF	\$ 13.00
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 23.00
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 60.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 70.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 50.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 70.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 750.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 750.00
14	Construct 4" Concrete Sidewalk	SF	\$ 13.00
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 18.00
16	Construct 6" Concrete Sidewalk	SF	\$ 15.00
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 17.00

	the work		
18	Construct 18" Concrete Curb & Gutter	LF	\$ 50.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 60.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 70.00
21	Construct 6" Concrete Curb	LF	\$ 50.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 2500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 5.00
24	Addition of Dania Beach Red Coloring Mixture	CY	\$ 150.00
25	Pavement Restoration	SF	\$ 10.00
26	Furnish and Install New Pavers	SF	\$ 20.00
27	Remove and Reset Existing Pavers	SF	\$ 18.00
28	Remove and Replace Existing Pavers	SF	\$ 23.00
29	Remove Existing Pavers	SF	\$ 10.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$ 5.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 40.00
32	Furnish and Install 1" Meter Box	EA	\$ 1500.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 1800.00
34	Furnish and Install 2" Meter Box	EA	\$ 2300.00
35	Furnish and Install 3" Meter Box	EA	\$ 3500.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1500.00
37	Furnish and Install Electrical/Street Lighting Box	EA	\$ 3000.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$ 2500.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 500.00
40	Remove and Re-install hand-Rails	EA	\$ 6000.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	EA	\$ 10000.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 300.00
43	Remove and Reset Existing Fences	LF	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

MILLING & RESURFACING OF ASPHALT CONCRETE – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.

44	Rework Limerock Base +/- 3 inches	CY	\$ 95.00
45	Remove and replace 8 inch Limerock base	CY	\$ 150.00
46	New Limerock 8 inch base	CY	\$ 110.00
47	FDOT Type S III - Asphalt Concrete	TN	\$ 250.00
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	\$ 250.00
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	\$ 250.00
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	\$ 300.00
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	\$ 300.00
52	Adjust Valve Boxes	EA	\$ 950.00
53	Adjust Manhole	EA	\$ 1100.00
54	Replace Manhole Rim and Cover	EA	\$ 1800.00
55	Replace Valve Box Cover/Riser	EA	\$ 1600.00
56	Replace Traffic Loops	EA	\$ 4000.00
57	Milling Existing Asphalt Concrete – 1" Cut	SY	\$ 20.00
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	\$ 22.00
59	Milling Existing Asphalt Concrete – 2" Cut	SY	\$ 25.00
60	Milling Existing Asphalt Concrete – 3" Cut	SY	\$ 30.00
61	Milling Existing Asphalt Concrete – 4" Cut	SY	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF CITY STREETS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	\$ 2.00
63	Paint 4" Solid Yellow/White	LF	\$ 1.00
64	Thermoplastic 6" Solid White/Yellow	LF	\$ 3.00
65	Paint 6" Solid Yellow/White	LF	\$ 2.00
66	Thermoplastic 8" Solid White/Yellow	LF	\$ 4.00
67	Paint 8" Solid Yellow/White	LF	\$ 3.00
68	Thermoplastic 12" Solid White/Yellow	LF	\$ 10.00
69	Paint 12" Solid Yellow/White	LF	\$ 9.00
70	Thermoplastic 18" Solid White/Yellow	LF	\$ 15.00
71	Paint 18" Solid Yellow/White	LF	\$ 14.00
72	Thermoplastic 24" Solid White/Yellow	LF	\$ 25.00
73	Paint 24" Solid Yellow/White	LF	\$ 24.00
74	RPMs (Road Reflector)	EA	\$ 10.00
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	\$ 300.00
77	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
78	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	\$ 25.00
80	Paint Bicycle Pavement Marking	EA	\$ 600.00
81	Thermoplastic Bicycle Pavement Marking	EA	\$ 1000.00
82	Thermoplastic Messages (Bus/School)	EA	\$ 1500.00
83	Paint Messages	EA	\$ 1400.00
84	Installation of New Traffic Sign	EA	\$ 1000.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF PARKING LOTS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	\$ 10.00
86	Stop Bars (12" Wide) White Paint	LF	\$ 9.00
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	\$ 300.00
89	Thermoplastic Cross Hatching (12")	LF	\$ 10.00
90	Cross Hatching (12") White Paint	LF	\$ 9.00
91	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
92	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
93	Thermoplastic Disable Cross Hatching (4")	EA	\$ 2.00
94	Disable Cross Hatching (4") Paint	EA	\$ 1.00
95	Furnish and Install Wheel Stop	EA	\$ 45.00
96	Remove and Replace Wheel Stop	EA	\$ 55.00
97	Installation of New Traffic Sign	EA	\$ 1000.00

Item	Description	U / M	Unit Cost
PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	\$ 30.00
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
101	Permanent Green Paint Above 50,000 square feet of Work	SF	\$ 30.00
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	\$ 30.00
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
105	Permanent Red Paint Above 50,000 square feet of Work	SF	\$ 30.00
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	\$ 30.00
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
109	Permanent Other Paint Above 50,000 square feet of Work	SF	\$ 30.00
110	Standard Paint Up to 10,000 square feet of Work	SF	\$ 30.00
111	Standard Paint 10,000 to 25,000 square feet of work	SF	\$ 30.00
112	Standard Paint 25,000 to 50,000 square feet of work	SF	\$ 30.00
113	Standard Paint Above 50,000 square feet of Work	SF	\$ 30.00
114	Edge Line Marking	SF	\$ 30.00
115	Standard Sharrow Symbol	EA	\$ 800.00

CONTINUED ON THE FOLLOWING PAGE.

116	Green Sharrow Symbol	EA	\$ 800.00
117	Bike-only Lane Symbol	EA	\$ 800.00
118	Bicycle Detector Symbol	EA	\$ 800.00

Item	Description	U / M	Unit Cost
LANE DELINEATORS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	\$ 1500.00
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	\$ 1500.00

END OF BID FORM.

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

B. R. da

Signature

Brian Randa

PRINT Name

[Signature]

Signature

Laura Puck

PRINT Name

CONTRACTOR:

THE STOUT GROUP, LLC
a Florida limited liability company

[Signature]

Signature

Jose M. Sanchez

PRINT Name

Manager

Title

Dated: October 15, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on October 15, 2024 by Jose M. Sanchez, as Manager of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced Known as identification.

[Signature]

Notary Public, State of Florida

Francis S. Varela

Print Name

My Commission Expires: 4/5/2025



Francis S. Varela
Notary Public
State of Florida
Comm# HH112430
Expires 4/5/2025



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing the Mayor to enter into a Contract Agreement (RFQ 115-204) for Town Hall Christmas Décor and Maintenance Services with Brandano Displays, Inc.

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: 2024.10.30 16:30:15 -04'00'

Cost of Item: \$12,029.00 **Funding Source:** Not budgeted – propose budget adjustment

Account Number: _____ **Finance Signature:** Jeff DaSilva
Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park, ou=Finance Department, email=jdsilva@lakeparkflorida.gov, c=US
Date: 2024.10.30 15:43:32 -04'00'

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

Attachments: Resolution Authorizing and Directing the Mayor to enter into a Contract Agreement with Brandano Displays Inc. for Town Hall Christmas Décor and Maintenance Services.

Agreements between the Town of Lake Park and Brandano Displays Inc.

Please initial one:
_____ Yes, I have notified everyone.
JM Not applicable in this case.

Summary Explanation/Background:

The Town has requested professional service for Christmas Décor to Town Hall.

Recommended Motion:

The department recommended that the Town Commission approve the request to enter into a contract agreement with Brandano Displays, Inc., for Town Hall Christmas Décor and Maintenance Service.

RESOLUTION NO. 93-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRANDAN DISPLAYS, INC., FOR HOLIDAY DECORATIONS AT TOWN HALL AND PROVIDING FOR AN EFFECTIVE NOVEMBER 06, 2024.**

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

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

WHEREAS, the Town solicited quotes from companies pursuant to a Request for Quote (RFQ 115-2024) for services associated with holiday decorations at the Town Hall; and

WHEREAS, the Town received only one quote, that being from Brandano Display, Inc. for the amount of \$12,029.00; and

WHEREAS, the Town has reviewed the scope of services outlined in the Quote and determined that the services and pricing offered meet the Town's requirements for Town Hall decorations and their maintenance; and

WHEREAS, the Town Commission finds that the Quote from Brandano Display Inc. for its services is acceptable.

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 necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5844222 v1 26508-00001

Agreement

This Agreement for Holiday Decorations and Maintenance at Town Hall ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "**Town**"), and Brandan Displays, Inc., a corporation, with offices located at 1473 Banks Road, Margate, FL 33063, (hereinafter referred to as the "**Contractor**").

RECITALS

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

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

WHEREAS, the Town solicited quotes from companies pursuant to a Request for Quote (RFQ 115-2024) for services associated with holiday decorations at the Town Hall; and

WHEREAS, the Town received only one quote, that being from Brandano Display, Inc. for the amount of \$12,029.00; and

WHEREAS, the Town has reviewed the scope of services outlined in the Quote and determined that the services and pricing offered meet the Town's requirements for Town Hall decorations and their maintenance; and

WHEREAS, the Town Commission finds that the Quote from Brandano Display Inc. for its services is acceptable.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in the RFQ 115-2024. A copy of the Request for Quote (RFQ 115-2024) is attached hereto and incorporated herein as Exhibit A.
3. Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue until January 15, 2025, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The Town agrees to pay the Contractors according to the pricing structure established in the proposal. Payments by the Town shall be

made upon receipt of proper invoices submitted in accordance and subject to Town approval.

5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant 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, 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
 - d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.
8. Insurance and Indemnification.
- a. The Contractor shall maintain insurance coverage as required under the City of Orlando's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.
9. Termination.
- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.
10. Governing Law and Venue.

a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

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

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ___ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR
Brandano Displays, Inc.

By: _____

Its: _____

Printed

Exhibit A

**Request for Quotes (RFQ) 115-2024
Town Hall Christmas Décor Installation and Maintenance**

The Town of Lake Park seeks qualified vendors to provide installation, maintenance, and dismantling services for holiday lighting and décor for the 2024 holiday season. The scope of work includes the full-service rental, installation, and maintenance of holiday lighting and decorations for the Town Hall campus. Below are the specific requirements for the project:

Scope of Work

1. Tree Lighting:

- Illuminate six (6) Royal Palm trees on the Town Hall campus.
- Lighting Specifications:
 - 1,700 LED miniature lights per tree.
 - Pure white miniature lights on the trunks.
 - Warm white twinkling lights mixed with Wintergreen lights in the fronds.

2. Additional Décor:

- Installation of an animated juggling snowman display in the Town Hall greenspace.
- Display Specifications:
 - Dimensions: 24 feet high x 14 feet wide.

3. Installation Services:

- Vendor must provide all labor, equipment, and materials necessary to install the lighting and décor.
- Installation must be completed by November 24, 2024.

4. Maintenance Services:

- Vendor must provide on-call maintenance to repair or replace malfunctioning lights or decorations during the holiday display period.
- Maintenance must be included in the contract, ensuring all decorations remain operational and aesthetically pleasing throughout the holiday season.

5. Dismantling Services:

- Removal of all lights and décor must occur by January 15, 2025, with all decorations stored safely or disposed of per contract terms.
- All materials must be removed without damage to the Town's property.

6. Contract Duration:

- This contract will cover the 2024 holiday season.
- Pricing will remain fixed for the duration of the contract term.

7. Insurance Requirements:

- The vendor must provide proof of insurance, including general liability and worker's compensation, before commencing work.

Submission Requirements

- Vendors must submit a written quote detailing the total cost of the services.
- All quotes must include costs for installation, maintenance, dismantling, and any other associated fees.
- At least three references for similar projects must be provided with the submission.

Submission Deadline

- All submissions must be received no later than 10:00 A.M. Thursday, October 10, 2024, and should be sent electronically to townclerk@lakeparkflorida.gov or delivered in a sealed envelope clearly labeled “**RFQ 115-2024 Town Hall Christmas Décor Installation and Maintenance**” to 535 Park Avenue, Lake Park, FL 33403 attention Town Clerk.

Evaluation Criteria

- Quotes will be evaluated based on cost, experience with similar projects, quality of materials and lighting used, and the ability to meet the required installation and removal dates.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 6, 2024

Originating Department: Public Works

Tree Replacement Proposal for the West Side Swale of Lake Shore

Agenda Title: Drive Corridor

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: 2024.10.18 16:10:46 -04'00'

Cost of Item: _____ **Funding Source:** _____

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

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

Attachments: Presentation

Please initial one:

JM Yes, I have notified everyone.

JM Not applicable in this case.

Summary Explanation/Background:

The current trees planted along the west side swale of Lake Shore Drive Corridor, specifically Silver Buttonwood, have proven to be unsuitable for this location due to the area’s soil moisture retention. The swale is designed to retain water, creating an environment incompatible with the well-drained soil requirements of Silver Buttonwood. Despite several replacements at a cost of \$1,575 (excluding labor), many trees have died or are close to dying. The staff has researched alternative species that are more suitable for the swale’s condition and has presented several palm tree species options for consideration. These species were selected based on their tolerance to moisture, medium-drain soil, and, where necessary, salt conditions.

Recommended Motion:

Staff recommends the Commission review the proposed palm tree species options and provide direction on which species to pursue for replanting.



Department of Public Works

Lake Shore Drive – Swale Trees Challenge



Current Situation Overview

- **Location:** West side swale of Lake Shore Drive Corridor
- **Design:** The swale is designed to retain water for prolonged periods, helping manage stormwater runoff.
- **Current Tree Species:** Silver Buttonwood (original design).
- **Issues:** The Silver Buttonwood requires well-drained soil, but the swale area has medium-drain soil, which retains more moisture than is suitable for this species.
- **Cost:** Replacing nine Silver Buttonwood trees costs \$1,575 (excluding labor).
- **Current Condition:** Some Silver Buttonwood trees have already died; others are in poor health and unlikely to survive in this environment.

Silver Buttonwood - Unsuitable for Swale Environment



Native Habitat: Coastal environments where soil drains quickly.

Soil Preference: Well-drained, sandy soils.

Moisture Tolerance: Poor adaptation to prolonged moisture or saturated soils.

Salt Tolerance: High, ideal for coastal regions but not suited to swale-like, moisture-retaining environments.

Why It's Failing in the Swale:

Soil Type: Medium-drain soil retains more moisture than Silver Buttonwood can tolerate.

Moisture Retention: The swale's function to retain water causes prolonged exposure to moisture, leading to root rot and poor tree health.

Palm Tree Substitution Plan



We have researched palm species that are more suitable for this specific swale environment and present the following options. These palms can better tolerate moisture, medium-drain soils, and, where necessary, salt tolerance.



Palm Tree Options

Dypsis Lutescens (Areca Palm)

Moisture Tolerance: Moderate.

Soil Texture: Prefers well-drained but adaptable to medium-drain soils.

Salt Tolerance: Low.



Saw Cabbage Palm (Sabal minor)

Moisture Tolerance: High tolerance to wet soils.

Soil Texture: Adaptable to various soil types, including medium-drain.

Salt Tolerance: Moderate.





Palm Tree Options

Carpentaria Palm (*Carpentaria acuminata*)

Moisture Tolerance: Prefers moist conditions.

Soil Texture: Thrives in loamy, moist soils.

Salt Tolerance: Low.



Yellow Butterfly Palm (*Chrysalidocarpus lutescens*)

Moisture Tolerance: Moderate to high.

Soil Texture: Thrives in well-drained, sandy soils but adaptable to medium-drain.

Salt Tolerance: Low.



Palm Tree Options

Date Palm (*Phoenix dactylifera*)

Moisture Tolerance: Low to moderate.

Soil Texture: Prefers well-drained soil.

Salt Tolerance: High.



Solitaire Palm (*Ptychosperma elegans*)

Moisture Tolerance: Moderate.

Soil Texture: Adapts to loamy or medium-drain soils.

Salt Tolerance: Low.





Palm Tree Options

Royal Palm (*Roystonea regia*)Moisture

Moisture Tolerance: High; can tolerate wet soils.

Soil Texture: Thrives in moist, fertile soils.

Salt Tolerance: Moderate.



Cabbage Palmetto (*Sabal palmetto*)

Moisture Tolerance: High tolerance to moisture.

Soil Texture: Grows well in moist, sandy, or loamy soils.

Salt Tolerance: High.



Palm Tree Options

Key Thatch Palm (*Thrinax morrisii*)

Moisture Tolerance: Moderate.

Soil Texture: Prefers sandy soils but tolerates various types.

Salt Tolerance: High.



Proposed Next Steps

- Request the Commission's guidance on selecting the appropriate palm species for replanting in this swale.
- Evaluate the acquisition and implementation cost for the recommended Palm tree.



<p align="center">Town Tents, Tables, Chairs and Coolers</p> <p>The organizer would like to use the town-owned tents, tables, chairs and coolers for the event. All items will be setup by Town staff working the event.</p>	<p>No monetary value</p>	<p>N/A</p>
<p align="center">Certificate of Insurance</p> <p>The organizer would like the Town to waive the requested Certificate of Insurance requirement for special event permits. This waiver would require the Town of Lake Park to take on the liability for the event.</p>	<p>No monetary value unless a claim is received</p>	<p>No monetary value unless a claim is received</p>
<p align="center">Security Deposit</p> <p>The organizer would like to have the Refundable Security Deposit Fee waived.</p>	<p>\$500.00</p>	<p>\$500.00 (Indirect Cost)</p>
<p align="center">Application Fee</p> <p>The organizer would like to have the Special Event Permit Application Fee waived.</p>	<p>\$50.00</p>	<p>\$50.00 (Indirect Cost)</p>
<p align="center">Staff Fee</p> <p>The organizer would like to have the Staff Fee waived.</p>	<p>\$30.00 per hour</p>	<p>\$300.00 (Direct Cost)</p>
<p align="center"><u>TOTAL WAIVERS REQUESTED</u></p> <p align="center">Direct Costs - \$300.00 Indirect Costs - \$550.00</p>		

Recommended Motion: I move to accept the requests made by the organizer of the Operation Hope 2024 Turkey Basket Giveaway.



DATE/TIME REC	Item 17.
---------------	----------

**TOWN OF LAKE PARK
SPECIAL EVENTS DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION**

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Special Events Director at least 60 days in advance of your event by calling 561-840-0160.
This Application must be completed and submitted by the Event Organizer (“Applicant”)

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Instructions:

This **completed** Special Event Permit Application and **all** relevant attachments must be submitted to the Special Events Department not less than thirty **(30) calendar days** prior to the date of the proposed Event. For events being proposed wholly or partially on Town Property, the deadline to submit is sixty **(60) calendar days** prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations). Note: Application Fees are Non-Refundable.

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

_____ (If applicable)

Name of Applicant (i.e. Event Organizer):

Ken Bowers - Operation Hope _____

Name of Event:

Thanksgiving Turkey Giveaway _____

Address/Location of Event:

Town Hall Parking Lot - 535 Park Avenue, Lake Park, FL 33403 _____

Are you interested in sponsorship from the Town of Lake Park? Yes No

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	Saturday	Nov 16	11:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	2:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Event Day 2	_____	_____	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Event Day 3	_____	_____	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Event Day 4	_____	_____	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Event Day 5	_____	_____	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Event Day 6	_____	_____	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM

Additional Applicant Information:

Name: _____

Address: _____

State/Zip _____

CONTACT PHONE: _____

Alternate Phone # _____

Fax: _____

E-mail: _____

Description and Purpose of the EventGiveaway 1,000 turkey baskets for Thanksgiving (Drive - Thru)Estimated number of participants? 1,000Has this event ever occurred in the Town of Lake Park? Yes No _____Has this site had a Special Event Permit this calendar year? Yes _____ No Will there be an admission fee for the Event? *If yes, how much?* Yes _____ (\$____) No

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure? Yes ___ No X

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes: _____
(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed
- Food Vendors (Liquid Propane Gas Log)
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size 10x10)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe _____)
- Portable Restrooms (if yes, please describe _____)
- Dumpsters/Trash Receptacles
- Portable stage
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

_____	_____
_____	_____
_____	_____
_____	_____

Will the event require the use of electricity? Yes No

Will the event require water hook-up? Yes No

*Will food and/or beverages be served? Yes No

*Will the event have vendors or concession sales, including food? Yes No

****If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.***

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes No

****If the answer to the above question is YES, all food trucks must have the proper State license, PBC Business Tax Receipt, and a current PBC Fire Rescue Safety Inspection Report. Copies of these documents must be provided to the Town no later than fourteen (14) calendar days prior to the event.***

For events on Town property, the Liquid Propane Gas tanks will be inspected the day of the event for leaks prior to operating any gas appliances. Applicants must provide staff with their LPG Log at each event to ensure proper safety measures have been followed.

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement)

The Applicant holds full responsibility and liability for its vendors. _____

(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes No

*****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes No

******If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

Will the event have an official “Flyer” and/or promotional materials? Yes No
If yes, please provide a copy of the “Flyer”.

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:

MAXIMUM ALLOWABLE TENT SIZE IS 35’ X 45’

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR:

_____ **DATE:** _____

PUBLIC WORKS DIRECTOR:

_____ **DATE:** _____

MARINA DIRECTOR:

_____ **DATE:** _____

PALM BEACH COUNTY SHERIFF:

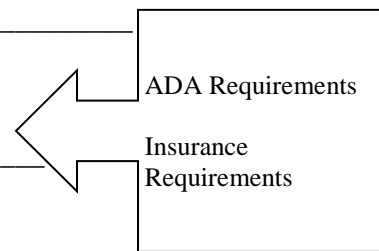
_____ **DATE:** _____

PALM BEACH COUNTY FIRE-RESCUE:

_____ **DATE:** _____

RISK MANAGEMENT:

_____ **DATE:** _____



COMMUNITY DEVELOPMENT DIRECTOR:

_____ **DATE:** _____

A copy will be provided to the Staff Member and/or Code Officer if on duty.

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: _____

APPLICANT PRINTED NAME: _____ **DATE:** _____

PROPERTY OWNER: *(If Property Owner is not the Applicant)*

_____ **DATE:** _____

PROPERTY OWNER PRINTED NAME:

_____ **DATE:** _____



FACILITY RENTAL INVOICE

NAME: Operation Hope (Ken Bowers)
ADDRESS: 1253 10th Street, Lake Park, FL 33403
PHONE: 561-396-7976
EVENT DATE: Saturday, November 16, 2024
EVENT TIME: 11:00 AM TO 2:00 PM
SET-UP TIME: 9:00 AM TO 11:00 AM
BREAK DOWN TIME: 2:00 PM TO 3:00 PM
EVENT TYPE: Drive Thru Turkey Basket Giveaway
LOCATION: Town Hall Parking Lot
of PEOPLE: 1,000

EVENT DETAILS		
CODE	COST BREAKDOWN	TOTAL
→	SECURITY DEPOSIT <i>(non-taxable, DUE IN FULL AT INCEPTION & REFUNDABLE)</i>	
DEPPV	Park Pavilions/Gazebos	
DEPMB	Mirror Ballroom	\$500.00
DEPPK	Kelsey Park Rental East/West	
→	RENTAL FEES <i>(7% Sales Tax applied)</i>	
RFRNT	Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	
RFRNT	Non-Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	
RFRNT	Flat Rate Rental Fee	
RFRNT	Flat Rate Cleaning Fee	
RFTAX	Sales Tax 7% <i>(collected first on balance payment)</i>	\$0.00
RSCUR	Personnel Fee \$30.00 hrly x <input type="text" value="5"/> <i>(optional and NON-taxable)</i>	\$300.00
	TOTAL RENTAL FEES:	\$300.00
FACRENT	COMBINED TOTAL: <i>(security deposit + rental fees)</i>	\$800.00

PAYMENT DETAILS		
first PAYMENT DATE:	INSTALLMENT DATE:	BALANCES & DUE DATE:
		YOUR FINAL PAYMENT IS DUE:
\$0.00		
\$500.00		
\$0.00		
For internal accounting purposes		
		\$0.00
		\$0.00
		\$0.00
		\$0.00
\$0.00	\$0.00	\$0.00
		\$300.00
\$0.00		
PAID TODAY:	PAID TODAY:	FINAL PAYMENT DUE:
\$500.00	\$0.00	\$300.00

NOTES: Your *final balance is due 14 days before the event.* If paying online, your invoice/reference # is:

THANK YOU AND ENJOY YOUR EVENT!



Town of Lake Park Facility Rental Application

Date of Event: Saturday, November 16, 2024

Time of Event: 11:00 AM to 2:00 PM

Set-up Time: 9:00 AM to 11:00 AM

Breakdown Time: 2:00 PM to 3:00 PM

Rental Facility

Town Hall: Mirror Ballroom TOWN HALL PARKING LOT

W. Ilex Park: Picnic Pavilion

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

Kelsey Park (East): Entire Park *(Requires Special Events Permit)* Indoor Pavilion

Kelsey Park (East): Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Thanksgiving Turkey Basket Giveaway

Requests: Alcoholic Beverages Bounce House
 Special Events Permit Required

Contact Information:

Name: Ken Bowers

Organization: Operation Hope

Address: 1253 10th Street
Lake Park, FL 33403

Home: (____) _____ - _____ Cell: (561) 396 _____ - 7976

Work: (____) _____ - _____ E-mail: _____

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

Renter: _____ **Date** _____

Lake Park Staff: _____ **Date** _____

OPERATION HOPE

THANKSGIVING

Turkey Basket Giveaway

SATURDAY, NOVEMBER 16, 2024

1:00 PM - 2:00 PM

LAKE PARK TOWN HALL

535 PARK AVENUE

LAKE PARK, FL 33403

NO REGISTRATION REQUIRED
FIRST-COME, FIRST-SERVED

SPONSORED BY THE
TOWN OF LAKE PARK



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **November 6, 2024**

Agenda Item No.

Agenda Title: Resolution Approving the Town Manager Contract and Setting a Start Date.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: Bambi McKibbon-Turner

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager Turner

Date: 2024.10.31 16:38:41 -04'00'

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

Name/Title *Thomas J. Baird, Town Attorney*

Originating Department: Town Attorney	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Contract
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 ____ Please initial one.

Summary Explanation/Background:

On September 21, 2024, the Town Commission conducted interview for the position of Town Manager. On October 16, 2024, the Town Commission selected Richard J. Reade as the Town Manager and directed the Town Attorney to negotiate an agreement.

The Town Attorney recommends the Town Commission’s approval of the agreement. Resolution __-__-__ authorizes and directs the mayor to sign the Agreement on behalf of the Town Commission. The Town Attorney is directed to discuss s start date with Mr. Reade.

Recommended Motion: I move to approve Resolution __-__-__, directing and authorizing the Mayor to execute an employment agreement with Richard J. Reade.

#5872460 v1 26508-00001

RESOLUTION 95-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH RICHARD J. READE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission voted to employ Richard J. Reade as the Town Manager on October 16, 2024, and;

WHEREAS, the Town Attorney has prepared an Employment Agreement; and

WHEREAS, the Town Commission has reviewed the Employment Agreement and approves of the same.

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

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

Section 2. The Town Commission hereby authorizes and directs the mayor to execute the Employment Agreement with Richard J. Reade, a copy of which is attached hereto and incorporated herein for reference.

Section 3. This Resolution shall become effective upon execution.

#5872483 v1 26508-00001

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement), is made and entered into this ____ day of _____, 2024, by and between the Town of Lake Park, a Florida municipal corporation, (hereinafter “Town” “Commission” or “Employer”) and Richard J. Reade (hereinafter “Employee” or “Town Manager”),

WHEREAS, Article III, Section 1 of the Town Charter establishes a Commission Manager form of government for the Town; and

WHEREAS, pursuant to Article VI, Section 1 of the Town Charter, the Town Commission (hereinafter “Commission”) is authorized to appoint a Town Manager who shall be the administrative head of the Town under the Commission’s general supervision; and

WHEREAS, on October 16, 2024, and in accordance with Article III, Section 2-81 of the Code of Ordinances of the Town of Lake Park (the “Code”), the Commission selected and voted to appoint Richard J. Reade as the Town Manager of the Town; and

WHEREAS, pursuant to Section 2-81 (b), the terms of the Town Manager’s employment are to be established by an agreement in compliance with Fla. Stat. §166.021(7); and

WHEREAS, the powers and duties of the Town Manager are as set forth in Section 2-82 of the Code of Ordinances of the Town (hereinafter “Town Code”); and

WHEREAS, the Commission and the Town Manager are executing this Agreement to establish the terms, conditions, compensation, and benefits which governs the employment of the Town Manager; and

WHEREAS, to the extent this Agreement conflicts with the Town Charter or Code of Ordinances, the Charter or Code shall prevail.

NOW THEREFORE, the parties agree as follows:

SECTION 1: Recitals

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

SECTION 2: Appointment

Pursuant to Article VI, Section 1, of the Town Charter and Article III, Section 2-81 of the Town Code, the Commission appoints Employee as its full time, exempt Town Manager.

SECTION 3: Term of Employment

The term of this Agreement and Employee's continued employment shall commence on January 9, 2025, and shall remain in effect through and including the anniversary date of the execution of this Agreement, unless earlier terminated as provided for herein. The term of this Agreement may be modified or extended only by the written mutual consent of the parties.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the service of the Employee at any time, subject only to the provisions set forth in herein.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time, subject to the provisions set forth in herein.

SECTION 4: Duties and Authority

The Employee shall perform the functions and duties as the chief administrative head of the Town in accordance with the authority specified in Article VI, Section 4 of the Town Charter the Town's Employee Handbook, the Palm Beach County Code of Ethics, and Florida law. The Town Manager shall have such authority, powers and duties as set forth in Chapter 2, Article III Sections 2-82 and 2-83 of the Town Code.

The Employee shall devote whatever time is necessary to perform the duties of the position of Town Manager. Employee shall remain in the exclusive employment of the Employer until the termination or expiration of this Agreement. It is generally understood that the Employee will devote more than 40 hours per week toward the fulfillment of his duties. The Employee shall be responsible only to the Town Commission and shall satisfactorily perform the duties of Town Manager as determined by the Town Commission.

SECTION 5: Exclusive Employment

The Employee shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement. During employment by Employer, Employee is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws, rules or codes of conduct.

The term "employed" as used herein shall not be construed to exclude occasional/nominal teaching, writing, non-Town employment and/or consulting performed on the Employee's time off. The Employee shall disclose to the Town Commission any such occasional work or activities.

SECTION 6: Non-Interference

In accordance with Article VI, Section 4 of the Town Charter, and Article III, Section 2-82 of the Code, the Town Manager has full control over the administration of the Town and its employees under the general supervision of the Commission. The Commission members shall address their questions and concerns regarding the financial condition, operations, personnel, and other Town matters directly to the Town Manager. Individual members of the Commission shall not, acting alone and without authorization of the Commission, direct the Town Manager to enter into or terminate any contract, or grant or withhold funds to any person, or instruct any Town employees under the Town Manager's control to take or refrain from taking any action. The Town Manager has full control over administrative services and those powers and duties set forth in Chapter 2, Article III, Section 2-82 of the Town Code.

SECTION 7: Compensation

The Commission hereby establishes the Town Manager's starting base salary at \$163,000 annually, effective upon the execution of this Agreement, payable in installments at the same time that the other employees of the Town are paid.

Thereafter, upon the anniversary date of the execution of this amendment, the Town Commission agrees that the Town Manager may be entitled to an increase in salary, a lump sum bonus and/or combination thereof as solely determined by the Commission following a performance review as set forth below. With respect any annual increases, this Agreement shall be automatically adjusted without the necessity of a separate amendment to this Agreement.

SECTION 8: Performance Review

The Employee and the Commission shall work together to mutually agree upon such goals and performance objectives, generally in accordance with the budget process, which they determine to be essential to the proper administration of the Town government. The goals and performance objectives shall be an evaluation of the progress the Employee has made toward attaining the Commission's policy and budgetary directives. The parties may establish a relative priority among the various goals and objectives. All agreed upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

A performance review may be conducted annually, or as otherwise determined by the parties to evaluate the Town Manager's performance in accordance with whatever goals and objectives have been mutually developed or identified by a strategic planning document adopted by the Commission regarding the proper operation of the Town and the attainment of the Commission's goals or objectives. The Commission and Town Manager may establish a relative priority among the mutually agreed goals, objectives or strategic priorities. The initial goals objectives or strategic priorities shall be established within 180 days after the commencement of the Town Manager's employment.

SECTION 9: Benefits

Personal Leave Time. The Town Manager shall initially be entitled to six weeks of personal leave time.

Town Manager's accrual of leave shall thereafter increase in accordance with the schedules set forth in the Town's policies as a member of staff with 10+ years of service from the original date of this Agreement. Personal Leave Days shall be immediately available for use upon accrual of same. For the purpose of this Agreement, personal leave shall be inclusive of sick leave

Administrative Leave Days: Town Manager shall be provided five (5) days of Administrative Leave Days each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited.

Holidays. The Town Manager shall be entitled to the same approved paid holidays granted to the Town's employees as set forth in the Employee Handbook.

Health, Dental, Vision and Disability Insurance. Employer shall provide and pay the premiums for comprehensive medical, dental, and vision insurance coverages for the Town Manager under the Town's group insurance plans as are available to the Town's employees. In addition, the Commission shall provide both short term and long-term disability coverage for the Town Manager under its current plans. Coverage shall commence immediately upon employment and in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by provider.

Life Insurance. Employer shall provide for a life insurance policy for the Town Manager under the Town's group life insurance policy and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits as other Town employees, as the same exist or as may be offered or modified by the Town Commission in the future in an amount equivalent to \$350,000.00. Coverage shall commence immediately upon employment and in accordance with the terms of the provider's contract.

Retirement/Deferred Compensation. The Employee may direct retirement / deferred compensation to any retirement plan he maintains and the Town would provide a contribution equal to the annual Florida Retirement System (FRS) Senior Management Service Class amount. Alternatively, the Employee may elect to participate in the retirement/pension system currently made available to and under the same terms as other Town employees, or any successor plans made available to Town employees. The Town Manger shall be subject to the same contribution and vesting schedule as all other participants.

Vehicle Allowance. At the discretion of the Town Commission, the Town Manager shall either be provided a Town vehicle for his use or receive a vehicle allowance of \$650 per month. In the event the Town Manager is involved in a car accident while driving for Town business, Town agrees to submit the accident to Town's motor vehicle insurance carrier.

The Commission acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Commission may pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations.

SECTION 10: Payment for Professional Organizations and Training

Employer shall pay the Town Manager's reasonable professional dues, membership, and continuing education and training in appropriate job-related associations such as the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), Florida Redevelopment Association (FRA), Florida Government Information Systems Association (FLGISA) and the Palm Beach County City Management Association (PBCCMA). The Employer may agree to pay other dues and subscriptions on behalf of the Town Manager provided these dues and/or subscriptions have been appropriated in the Town's budget.

SECTION 11: Outside Activities

With the written prior approval of the Commission, the Town Manager may engage in additional professional activities separate and apart from Town matters, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town.

SECTION 12: Use of Town Vehicle or Vehicle Allowance, Equipment, General Business Expenses, and Professional Development.

The Town shall provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities. Any equipment provided to the Town Manager shall remain the property of the Town and shall be returned by the Town Manager upon the termination of employment.

Employer shall provide Employee with a cellular telephone and service to be used for Employer-related business. Employee shall not be responsible for any tax consequences relating to the provision of the cellular telephone and associated service.

The Town Manager is authorized to use his Town issued credit card (or be reimbursed) for Town business related expenditures subject to the review and approval of all receipts in an amount not to exceed \$2,400 annually; said expenses are hereby recognized as serving a public purpose are hereby determined to serve a public purpose.

The Commission agrees to budget for and to pay for reasonable and customary travel and subsistence expenses of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the annual ICMA and Florida League of Cities conferences, and other meetings of national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

The Commission also agrees to budget for and to pay for travel and subsistence expenses for the Town Manager's attendance for these professional development organizations.

Section 13: Indemnify and hold harmless.

The Town shall self-insure or otherwise provide and pay for professional liability insurance to fully defend, indemnify, and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's duties and responsibilities as Town Manager.

SECTION 14: Termination and Severance Pay

- A. With Cause. The Commission may remove the Town Manager with cause by a motion of the Commission requiring not less than three affirmative votes of the Commission membership (3/5).
- 1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities.
 - 2) Conviction of a felony, whether or not adjudication is withheld during the term of this Agreement.
 - 3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 - 4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 - 5) The commission of any act which constitutes moral turpitude.
 - 6) A known or intentional violation of the Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.

If the Town Manager is terminated for cause, the parties hereto expressly agree that the Commission is under no legal obligation to pay the Town Manager any severance pay. However, in accordance with Section 10, the Commission shall pay the Town Manager any accrued and unpaid salary and benefits earned (including all accrued and unused Personal Leave upon separation of employment) prior to the effective date of termination. Other than the payment required by Section 10, the Town shall have no further financial obligation to the Town Manager pursuant to this Agreement.

- B. Without Cause. The Commission may remove the Town Manager without cause by a motion of the Commission requiring not less than three affirmative votes of the

Commission membership (3/5) at any time during the term of the Agreement, or any extension of the term which has been authorized by written amendment to the Agreement. Town shall pay any eligible accrued and unused Personal Leave and/or Holiday pay within 15 calendar days of the Town Manager's execution of a General Release of all claims, employment related or otherwise, in a form approved by the Town. In its sole discretion the Commission may suspend the Town Manager, with pay, upon the receipt of the written notice of termination without cause received from the Town Manager. In accordance with Fla. Stat. § 215.425 (4)(a)1, the Town Manger shall be entitled to severance pay equal to 20 weeks of his Base Salary and benefits (including all accrued and unused Personal Leave upon separation of employment) at the time of the notice. Provided however in accordance with Fla. Stat. § 215.425 (a) 2., the Town Manager shall not be entitled to severance pay if the termination is with Cause. Severance pay shall be paid 15 calendar days after the receipt of the Town's receipt of the Town Manager's executed General Release of all claims against the Town, employment related or otherwise, in a form approved by the Town. Town Manager shall also turn in all Town equipment, keys, badges, and any and all other property upon the execution and delivery of the General Release to the Town. Town Manager's failure to deliver the executed General Release, Town equipment, keys, badges and any other property prior to or at the time of the severance pay and benefits shall render the Town Manager's termination without cause, and the Town's obligation to pay any severance as set forth herein null and void.

C. Voluntary Resignation. In the event that the Town Manager voluntarily resigns, the Town Manager shall provide the Commission 30 calendar day's advance written notice of the same. During the interval of time, the Town Commission in its sole discretion may elect to have the Town Manger cease performing the office and the performance of his duties regarding Town matters. In such cases, the Commission may appoint an Acting Town Manger to assume these duties. The Town Manager shall not be entitled to severance pay; however, the Town Manager shall be entitled to receive accrued unused Personal Leave pursuant to this Agreement.

D. Expiration of the Term, The Town Manager's employment shall automatically terminate upon the expiration of the term, or any subsequent term extended by written agreement. Employer shall pay any accrued and unused Personal Leave within 15 days of the end of the applicable term.

E. Death.

1. This Agreement, the Term and any subsequent Term where extended by written agreement, and Town Manager's employment shall terminate automatically upon the Town Manager's death.
2. Town Manager is not entitled to or eligible for Severance Pay, and Town shall not make payment for, Severance Pay, as a result of death.
3. In the event of Town Manager's death, Town shall pay Town Manager's designated beneficiary any accrued and unused Personal Leave Time, as of the effective date of termination (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) working days of the Town

Manager's death. "Designated beneficiary" shall be the person(s) designated by the Town Manager in the Town's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of ~~twenty~~ 20 consecutive weeks whether paid or unpaid beyond any accrued vacation, sick leave, if any, or holiday time, the Commission shall have the option to terminate this Agreement. In such event, Town Manager shall be paid any accrued and unused Personal Leave Time as of the effective date of termination, but the Town Manager shall not receive any severance pay.

1. If the Town Manager becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of 20 consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Personal Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.

2. Town shall pay any accrued and unused Personal Leave Time, if any, within 15 days of the separation date.

3. Town Manager is not entitled to or eligible for Severance Pay, and the Town shall not make payment for Severance Pay as a result of Disability.

SECTION 15: Return of Town Property and Public Records Upon Termination or Resignation

Upon the Town Manager's resignation or termination of employment, whether with or without cause, the Town Manager shall, within 30 days, return to the Director of Human Resources all Town documents and property, including, but not limited to, keys, cell phone, laptop computer, iPad, and any public records the Employee has not maintained at his office at Town Hall.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

ATTEST:

TOWN OF LAKE PARK

By: _____

By: _____

Vivian Mendez, Town Clerk

Roger Michaud, Mayor

Date

Date

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Thomas J. Baird, Town Attorney

Date

TOWN MANAGER

Richard J. Reade

Date

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