



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, July 05, 2023

Immediately Following the Special Call

Community Redevelopment Agency Meeting

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

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. June 21, 2023 Regular Commission Meeting Minutes
2. P3 Comprehensive Agreement Workshop Minutes
3. Resolution 45-07-23 Authorizing and Directing the Mayor to Execute an Agreement with Janice M. Riley, Inc., d/b/a The Paving Lady, for the Provision of Maintenance and Repair Services for Town Streets, Roads, and Facilities.

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

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

NEW BUSINESS:

4. Resolution 46-07-23 Nautilus 220 Greenway Easement Execution
5. Setting the Current Year Proposed Millage Rate, and Restating the Date, Time, and Location for the First Public Budget Hearing
6. Discuss Gravel Driveways

PUBLIC COMMENT:

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TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on July 19, 2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: June 21, 2023 Regular Commission Meeting Minutes

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

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino
 DN: cn=John D'Agostino, o=Town of
 Lake Park, ou=Town Manager,
 email=jdagostino@lakeparkflorida.gov, c=US
 Date: 2023.06.26 11:13:53 -04'00' Date: _____

Name/Title *Laura Weidgans, Deputy Town Clerk*

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: Minutes Exhibits A-F Comment Cards
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case LW Please initial one.

Recommended Motion: Motion to approve the June 21, 2023 Regular Commission Meeting Minutes



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, June 21, 2023

Immediately following the P3 Comprehensive Agreement Workshop

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

Roger Michaud	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
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CALL TO ORDER/ROLL CALL

Call to order 7:12 pm

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Led by Town Manager D'Agostino

SPECIAL PRESENTATION/REPORT:**1. Palm Beach County Ethics Commission Annual Overview**

Presentation on The Palm Beach County Ethics Commission Annual Overview made by Ms. Gina Levesque, Compliance Manager, from the Palm Beach County Commission on Ethics. Ms. Levesque went over the function of the Commission, the code of ethics, advisory opinions and the annual audit.

2. Follow-Up Presentation Associated with the Findings and Recommendations Rising from the 2023 Solid Waste (Sanitation) Utility Rate Analysis.

Follow-up presentation made by Public Works Director Roberto Travieso (Exhibit A). Mr. Shawn Ocasio Manager from Raftelis explained some details on the results of the analysis. (Exhibit A)

Mr. Murray Hamilton Vice President from Raftelis explained the conclusions and recommendations of the analysis.

Public Works Director Travieso went over the next proposed steps and time-line for implementation.

Commissioner Taylor asked what the alternative would be if we do not have a rate increase. Public Works Director Travieso stated that there were alternatives that were considered, but they all resulted in a higher rate than the proposed plan. Mr. Hamilton spoke further about the need for the rate adjustment. Commissioner Taylor asked if the solid waste fund was a stand-alone fund. Public Works Director Travieso stated that yes, it is a stand-alone fund that is self-funded.

Commissioner Thomas spoke about sanitation being an essential service and that a rate adjustment is necessary. Public Works Director Travieso re-stated the need for additional staff and vehicles.

Commissioner Linden asked why there was a down-time period with our sanitation vehicles. Public Works Director Travieso explained that it is a combination of personnel and/or equipment issues. Commissioner Linden asked about the two sanitation positions that were previously approved and budgeted for. Finance Director Jeffrey Duvall stated that the unused funds from those positions were used for specialty services that the Town had to hire to fill in the gaps in order to maintain services. Commissioner Linden agreed that we do need to maintain a surplus of funds. He asked if there were any ways to cut back on some of the financial need of this plan. He asked about previous container

purchases. Public Works Director Travieso explained the life span of the containers in relation to the budget. Commissioner Linden asked about the costs associated with vehicle maintenance and repair. Public Works Director Travieso explained that during the study period through 2028, we would see a significant reduction in cost over that period of time. Commissioner Linden asked about the 4% early payment discount for residents and how it affects the Town. Mr. Hamilton stated that the revenue would be reduced by 4%.

Commissioner Linden stated he is in favor of raising the rate but would like to see another proposal that is more affordable. Public Works Director Travieso explained the impact of adopting a lower rate and he does not recommend the Commission consider a lower rate because it would result in a reduction of services.

Commissioner Linden asked about the tax bill and the rate that the county charges for solid waste. He asked if this rate would go up. Public Works Director Travieso explained that the county rate is an independent rate. Town Manager D'Agostino added that the county rate is separate and is set on the county level.

Vice-Mayor Glas-Castro asked if there was an expectation for the solid waste utility to re-pay the general fund. Town Manager D'Agostino stated that he did not believe there was a disbursement from the general fund that would need to be re-paid. Vice-Mayor Glas-Castro expressed a desire to move forward with a plan and to make it financially whole and she hopes that the Commission can come to an agreement on the rate. Mayor Michaud stated that we need to do something at this point otherwise services will have to be cut.

Commissioner Linden asked about a gap in our annual assessment as presented. Public Works Director Travieso explained that there was no update to the rate in 2022 because the increase in 2021 covered both years.

Public Comment:

Marty Davenport -232 Evergreen Drive spoke about his dissatisfaction with the rate increases that are being proposed.

Public Comment:

Ralph Moscoso -429 Greenbriar Drive spoke about funds being held for open sanitation positions and his general dissatisfaction with the rate increase.

PUBLIC COMMENT:

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Amanda Avery 737 Greenbriar Drive spoke about code enforcement issues she was experiencing.

Brandon Susich 729 Greenbriar spoke about code enforcement issues and sanitation rate increases.

CONSENT AGENDA:

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Motion made to approve consent agenda items by Commissioner Thomas, Seconded by Commissioner Linden.

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

3. June 7, 2023 Regular Commission Meeting Minutes
4. June 8, 2023 Follow-Up Meeting Associated with the 2023 Solid Waste (Sanitation) Utility Rate Analysis Meeting Minutes
5. Resolution 41-06-23 Authorizing and Directing the Mayor to Execute an Agreement with Hinterland Group, Inc., for the Provision of Stormwater Collection System Rehabilitation and Related Services.
6. Resolution 42-06-23 Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Bicon Inc., DBA S&S National Waste, for the Provision of Roll-Off Collection Services.
7. Resolution 43-06-23 Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Coastal Waste and Recycling of Palm Beach, LLC, for the Provision of Roll-Off Collection Services.

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

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

NEW BUSINESS:

8. Summer Bash Fundraiser Sponsorship Requests

Town Manager D'Agostino explained the request (Exhibit B).

Commissioner Linden asked about costs of advertising. Special Events Director Riunite Franks explained that the cost is only associated with marketing for the event.

Commissioner Taylor feels that this is a worthy cause.

Motion made to approve the request made by the event organizer of the Summer Bash Fundraiser by Commissioner Taylor, Seconded by Commissioner Thomas.

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

9. Selection of the 97th Annual Florida League of Cities Conference Voting Delegate

Town Manager D'Agostino explained the item (Exhibit C)

Commissioner Linden nominated Vice-Mayor Glas-Castro to be the voting delegate.

Motion made to appoint Vice-Mayor Glas-Castro as the voting delegate by

Commissioner Linden, Seconded by Commissioner Taylor.

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

10. Town Manager Evaluation

Town Manager D'Agostino explained the item (Exhibit D)

Commissioner Taylor spoke highly of the Town Manager.

Vice-Mayor Glas-Castro expressed a concern about additional holidays that were issued to staff last year that were not approved by the Commission.

Commissioner Thomas reserved comments until next year.

Mayor Michaud acknowledged the Town Manager and all that he has done for the town.

Public Comment:

Michael O'Rourke 233.5 Park Avenue spoke about remarks that were made in public regarding the Town Manager and thanked the Town Manager for the job he does.

Discussion ensued regarding a pay increase for the Town Manager.

Vice-Mayor Glas-Castro asked what increase staff received this year. Town Manager D'Agostino stated staff receive 3.5% each year on average. Town Manager D'Agostino stated that he felt the evaluations were fair and he spoke about the Town's accomplishments (Exhibit E).

Vice-Mayor Glas-Castro made a motion to discuss giving the Town Manager a 6% adjustment. Commissioner Thomas seconded for discussion.

The Town Manager asked to defer the salary adjustment until the salary survey has been completed for all staff members.

Vice-Mayor Glas-Castro withdrew her motion to discuss the adjustment.

PUBLIC COMMENT:

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Michael O'Rourke 233.5 Park Avenue cautioned the Commission about sponsoring events with CRA funds. He also spoke about the Town Hall sign, the quality of the meeting videos, dog walks, park naming and anonymous staff questionnaire for Town Manager Evaluations

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town attorney Baird had no comments.

Town Manager D'Agostino provided comments (Exhibit F).

Commissioner Linden spoke about a new business that opened on Park Avenue and a new pizza place on US 1.

Commissioner Taylor spoke about the resident who received a code violation for her gravel driveway. She proposes a revision of the codes for these types of driveways.

Commissioner Thomas had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor Michaud spoke about a business owner who wants to come into the town of Lake Park.

REQUEST FOR FUTURE AGENDA ITEMS:

Commissioner Linden requested a future agenda item to discuss current codes and the code enforcement process to ensure fairness to residents and to potentially update the code that pertains to gravel driveways. Commission discussed and agreed to allow more time for residents who have violations until it could be discussed further.

ADJOURNMENT:

Motion to adjourn made by Vice-Mayor Glas-Castro

Seconded by Commissioner Thomas

Voting Aye: All

Adjourned 9:49pm

FUTURE MEETING DATE:

Next Scheduled Regular Commission Meeting will be held on July 5, 2023.

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023



TOWN OF LAKE PARK PUBLIC COMMENT CARD

MEETING DATE: 6/21/2023

Cards must be submitted before the item is discussed!!

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

Name: MARY DAVENPORT

Address: 232 E. OAKVIEW 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:

PROPOSED TAX INCREASE

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 1.

MEETING DATE: 6/21/2023

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

Name: Ralph Moscoso
Address: 429 GREENBRIAR 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: #2

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

MEETING DATE: 6-21-23

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

Name: Michael O'Rourke
Address: 233 1/2 Park Ave
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:
Manager's Evaluation

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 1.

MEETING DATE: 6-21-23

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

Name: Michael O'Rourke

Address: _____

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

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

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

General Comments on CRPA payments
quality of video equipment for cameras
functions

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



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 6/21/23

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

Name: Amanda Avery

Address: 737 Greenbriar Dr. Lake Park FL 33413

**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.



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 6/21/23

Cards must be submitted before the item is discussed!!

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

Name: Brandon Susich

Address: 729 Greenbriar Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address: melcrown86@gmail.com

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

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

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.

Exhibit A

Town of Lake Park Solid Waste Utility

The 2023 Rate Study

Public Works Department

June 21, 2023



Project Milestones

- On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste rate study
- Town staff held a special workshop for residents and business owners on June 8, 2023
 - › Public notices (in three languages) and a follow-up letter were sent to all Town properties; project information was also added to Town's website in April 2023
 - › The agenda and presentation materials were made available on the Town's website on June 7, 2023
 - › The presentation was also recorded for those who could not join the meeting in person

June 8th Workshop – Discussion Topics

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments



Executive Summary



Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



Solid Waste Utility – Background (cont.)



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
 - › **Supervisors (2)**
 - › **Sanitation Truck Operator I (3)**
(Some vacant 12 months)
 - › **Sanitation Truck Operator II (3)**
(Some vacant 12+ months)
 - › **Sanitation Truck Operator Trainee (1)**



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) primary collection trucks:

Automatic Side Loader (ASL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

Asset (# in Fleet)	Needed for Daily Operations	1:1.2 Ratio	1:1.5 Ratio
Automatic Side Loader	2	2.4	3
Front-End Loader	2	2.4	3
Grapple (Clamshell) Truck	2	2.4	3
Rear Loader	0	1.2	1.5

Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Sanitation Annual Assessment- Residential		
<u>Assessment Year</u>	<u>Single-Family/Multi-Family <5</u>	<u>Multi-Family >4</u>
2019-2020	\$215.49	\$145.93
2020-2021	\$234.88	\$159.06
2021-2022	\$234.88	\$159.06
2022-2023	\$246.62	\$167.01
2022-2023	\$258.37	\$174.97

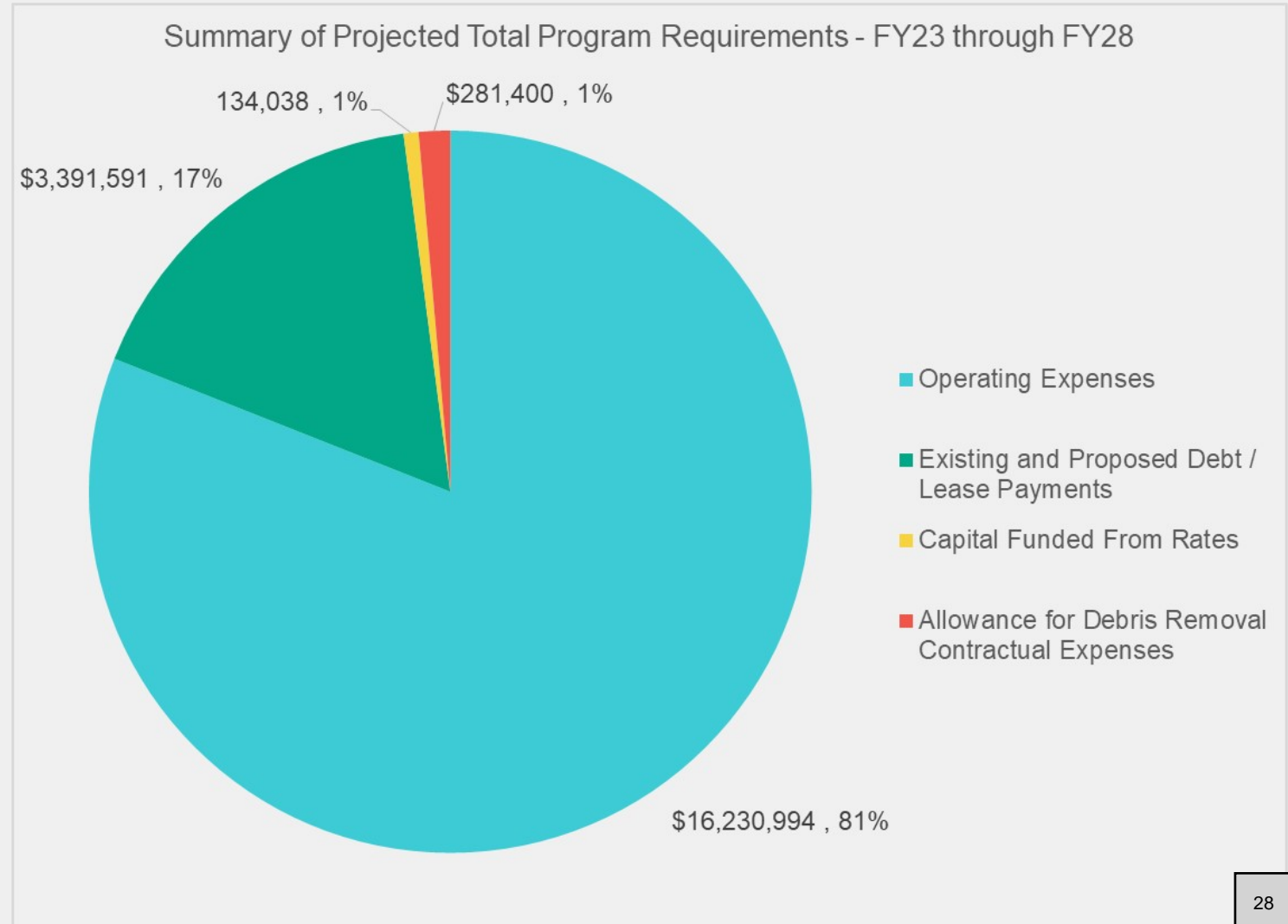


The 2023 Solid Waste Utility Rate Study



Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



Projected Revenues

- Annual revenues estimated at \$2.2 million per year
 - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



Principal Cost Drivers

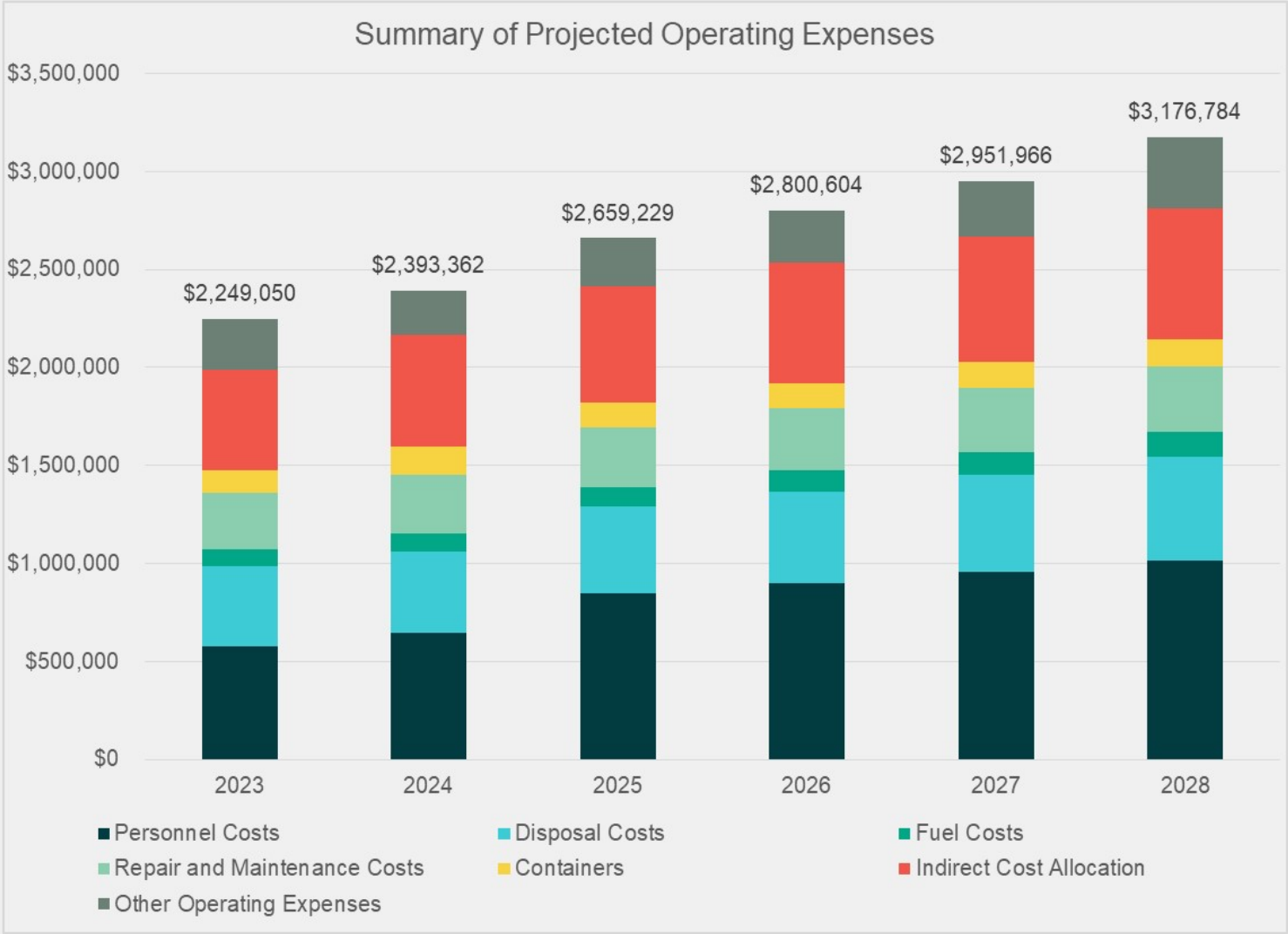
- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
 - › Service Interruptions
 - Emergency contract operations / limited providers
 - Urgent and specialized repair needs / sole source providers with little competition
 - Unable to shop around repair costs



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Some Sanitation Truck Operator positions vacant 12+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Projected Operating Expenses



Proposed Vehicle Replacement Timeline

2023

- **FEL 45**
(14 YRS.)
- **ASL 50**
(14 YRS.)

2025

- **CLAM 66**
(8 YRS.)
- **REAR 42**
(20 YRS.)

2029

- **CLAM 68**
(8 YRS.)

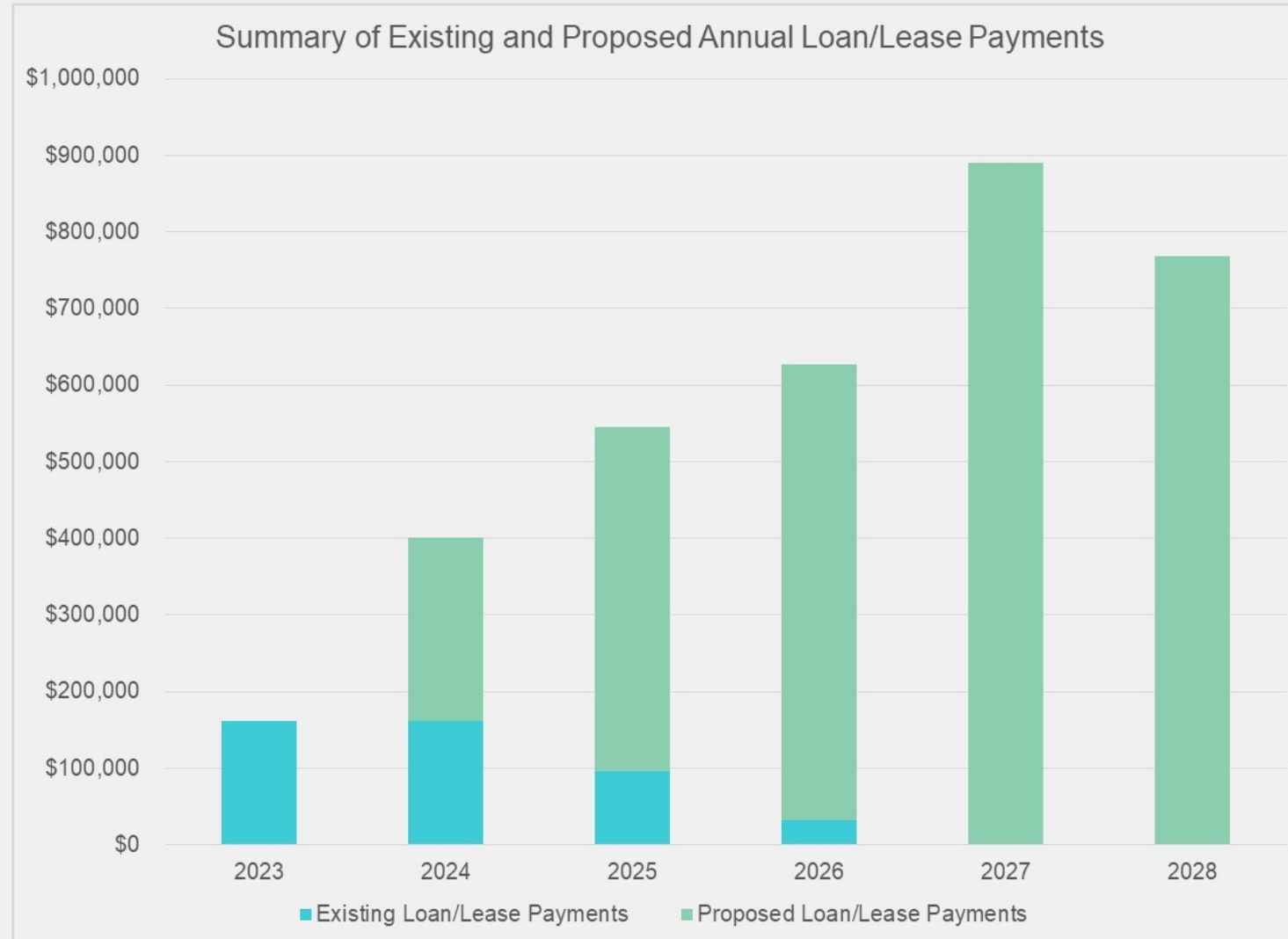
2024

- **FEL 44**
(8 YRS.)
- **ASL 51**
(8 YRS.)

2026

- **FEL 56**
(7 YRS.)
- **ASL 58**
(7 YRS.)
- **CLAM 67**
(8 YRS.)

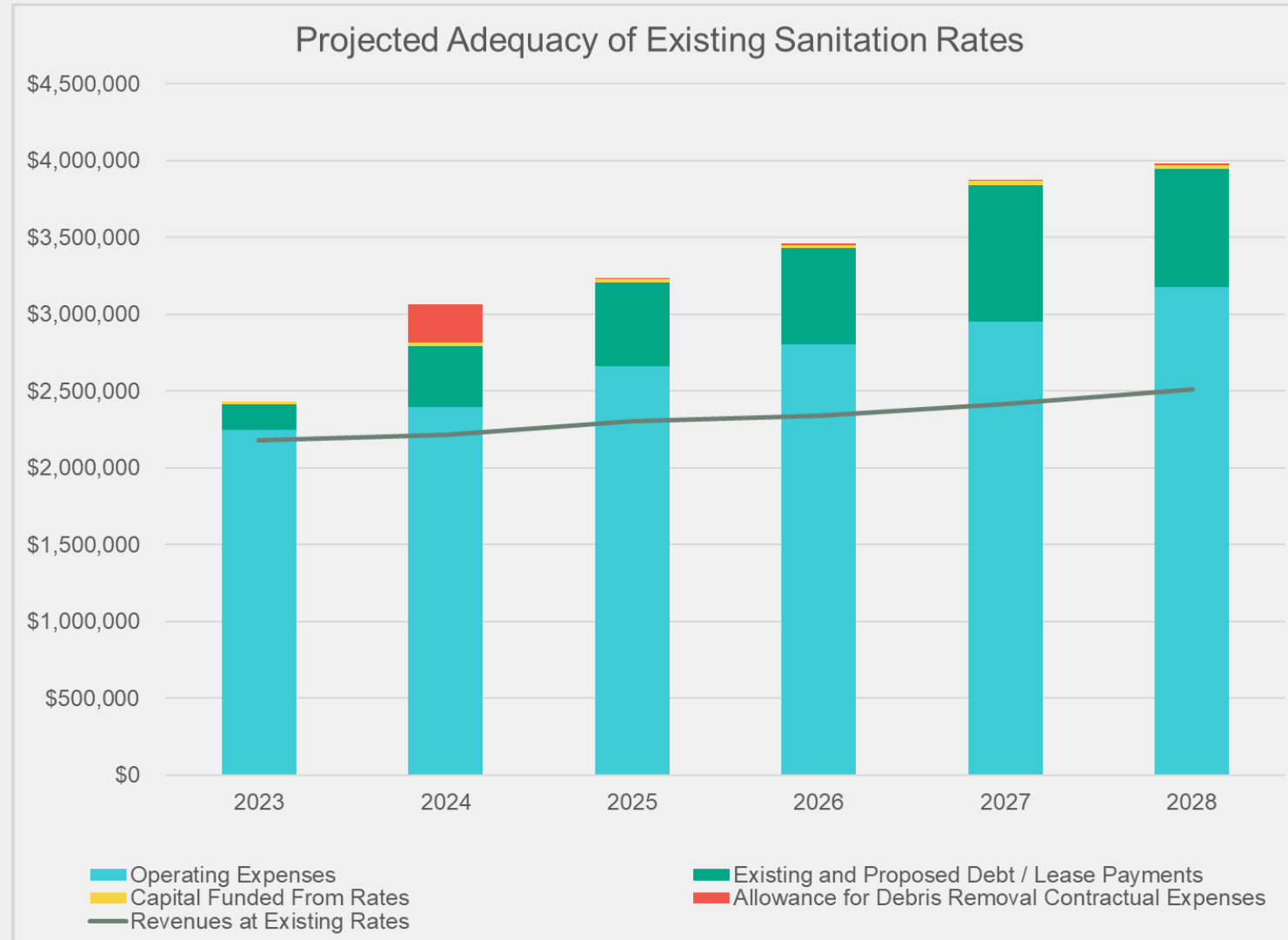
Projected Loan & Lease Payments



Proposed Reserve Requirements

- Based on discussions with Town staff, we established funding of an allowance account for contractual debris removal expenses for storm events
 - › Transfer of \$250,000 in FY24 as initial deposit
 - › Nominal annual deposits of approx. \$7,900 per year to keep pace with inflation (3% per year)
- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
 - › Additional deposits to the operating fund over the study period to target at least 90 days of reserves

Adequacy of Existing Rates



Proposed Solid Waste Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>
	<u>Sample – Monthly Fees for Dumpster Services</u>				
2 CY Dumpster – 1 Pickup / Week (\$98.02)	\$145.08	\$149.41	\$153.92	\$158.51	\$163.28
4 CY Dumpster – 1 Pickup / Week (\$196.04)	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
6 CY Dumpster – 1 Pickup / Week (\$294.06)	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84

- *A schedule of proposed fees included at the end of this Executive Summary*

Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
 - › Existing rates are not adequate to cover the current operations

Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
 - › The projected financial results were prepared based on the adopted service classifications
 - › The Town Commission should consider adopting the proposed rates through FY28

Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
 - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers



Questions & Comments



Proposed FY-24 Dumpster Fee Schedule

Cubic Yards	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
0.5	---	72.54	---	---	---
2	145.08	290.16	435.24	580.32	725.40
3	217.62	435.24	652.86	870.48	1088.10
4	290.16	580.32	870.48	1160.64	1450.80
6	435.24	870.48	1305.72	1740.96	2176.20
8	580.32	1160.64	1740.96	2321.28	2901.60

- Fee per EA (1) dumpster
- Fees billed monthly directly to customers utilizing dumpster services.





Appendix:

June 8, 2023

Workshop Presentation



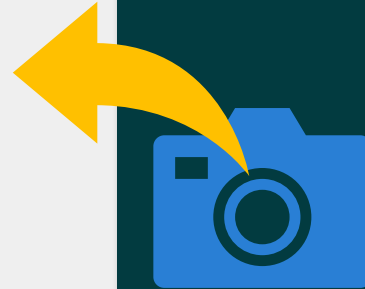
Town of Lake Park Solid Waste Utility

Follow-Up Meeting on the 2023 Solid Waste Rate Study

Public Works Department

June 8, 2023





**Please Scan to View
this Presentation on
your Device.**

Follow-Up Meeting Agenda

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments

Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Jeff Duvall** – Finance Director
- **Dwayne Bell** – Public Works Operations Manager
- **Fensely Wisdom and Jackie Harris** – Sanitation Foremen
- **Murray Hamilton** – Vice President, Raftelis
- **Shawn Ocasio** – Manager, Raftelis

Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



Solid Waste Utility – Background

- **2021/2022 Mixed-Solid Waste Collection and Disposal Production:**
 - › **30.6-Million** pounds of garbage
 - › **8.9 Million** pounds of bulky trash/vegetation debris
 - › **2.3 Million** pounds of recyclable materials



Solid Waste Utility – Background



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

Solid Waste Utility – Background

- **Where does your trash go?**
 - › All solid waste and vegetation debris is transported to Palm Beach County Solid Waste Authority's (SWA) North County Transfer Station
 - › Recyclable materials are sorted, packaged and commercialized
 - › Solid waste is incinerated to generate electrical energy; leftover materials are neutralized stored underground.



Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
 - › **Supervisors (2)**
 - › **Sanitation Truck Operator I (3)**
(Some vacant 12 months)
 - › **Sanitation Truck Operator II (3)**
(Some vacant 12+ months)
 - › **Sanitation Truck Operator Trainee (1)**



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) collection trucks:

Automatic Side Loader (ASL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

Asset (# in Fleet)	Needed for Daily Operations	1:1.2 Ratio	1:1.5 Ratio
Automatic Side Loader	2	2.4	3
Front-End Loader	2	2.4	3
Grapple (Clamshell) Truck	2	2.4	3
Rear Loader	0	1.2	1.5

Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Sanitation Annual Assessment- Residential		
<u>Assessment Year</u>	<u>Single-Family/Multi-Family <5</u>	<u>Multi-Family >4</u>
2019-2020	\$215.49	\$145.93
2020-2021	\$234.88	\$159.06
2021-2022	\$234.88	\$159.06
2022-2023	\$246.62	\$167.01
2022-2023	\$258.37	\$174.97

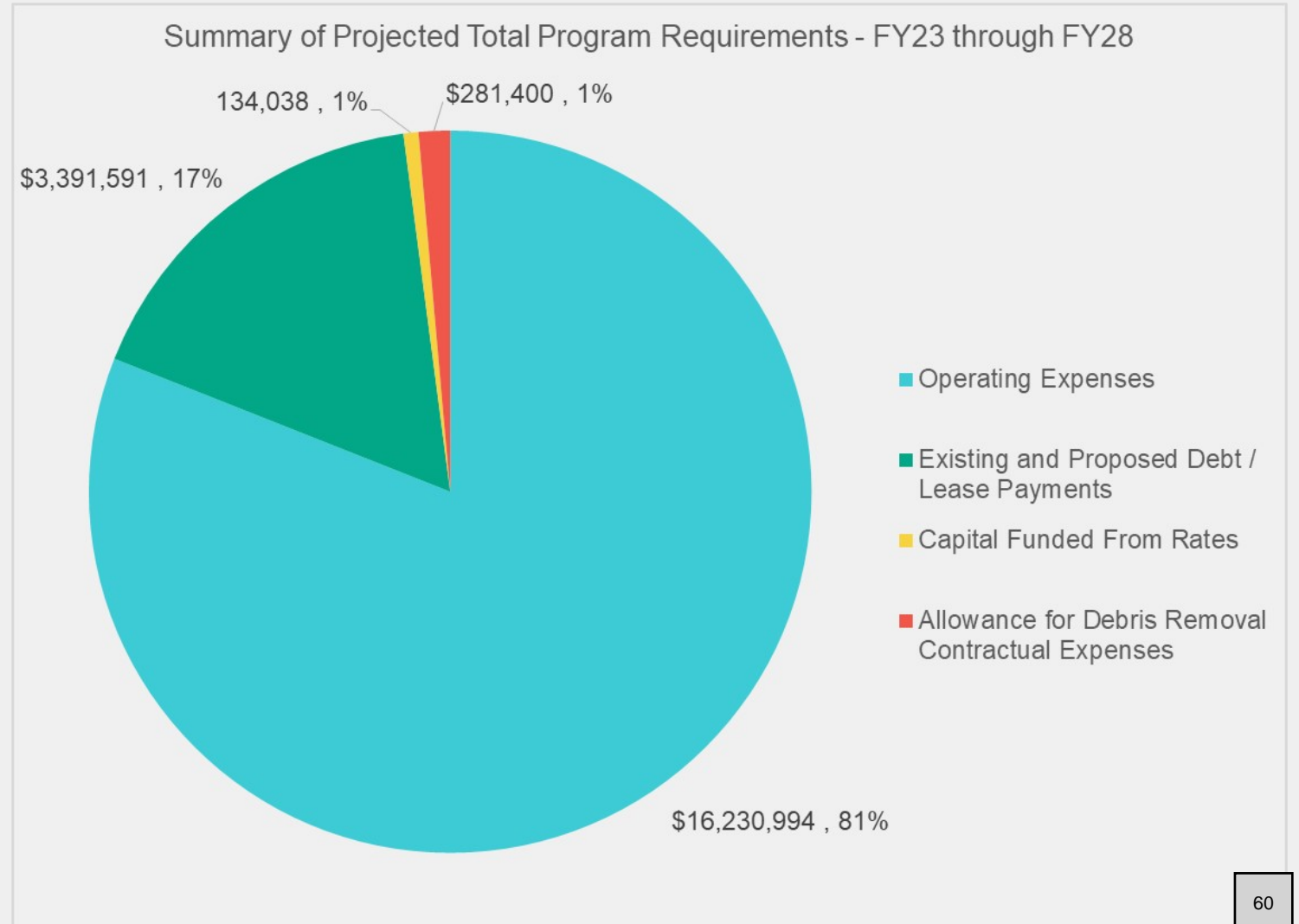


The 2023 Solid Waste Utility Rate Analysis



Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



Principal Cost Drivers

- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
 - › Service Interruptions
 - Emergency contract operations / limited providers
 - Urgent and specialized repair needs / sole source providers with little competition
 - Unable to shop around repair costs



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Some Sanitation Truck Operator positions vacant 12+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Authorization

- The Solid Waste Utility has almost exhausted its reserves
 - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$265,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Solid Waste Utility Rate Analysis



Study Objectives

- Develop a funding strategy to pay for Solid Waste Utility operations, maintenance and vehicle replacement needs
 - › Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses
 - Proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system
- Estimate revenue requirements to be recovered from solid waste rates
- Identify the need for future rate adjustments

Study Tasks

- Prepare a financial forecast
 - › Fiscal years 2023 through 2028
- Develop projections of:
 - › Disposal requirements and revenues
 - › Operating expenses
 - › Fleet replacement program & funding
 - › Cash reserve requirements
 - › Adequacy of revenues at existing rates

Discussion Topics

Major Study Assumptions

Revenues and Expenses

Capital Leases and Minor Equipment

Summary of Current Operations

Conclusions & Recommendations

Projected Revenues

- Annual revenues estimated at \$2.2 million per year
 - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



Projected Operating Expenses

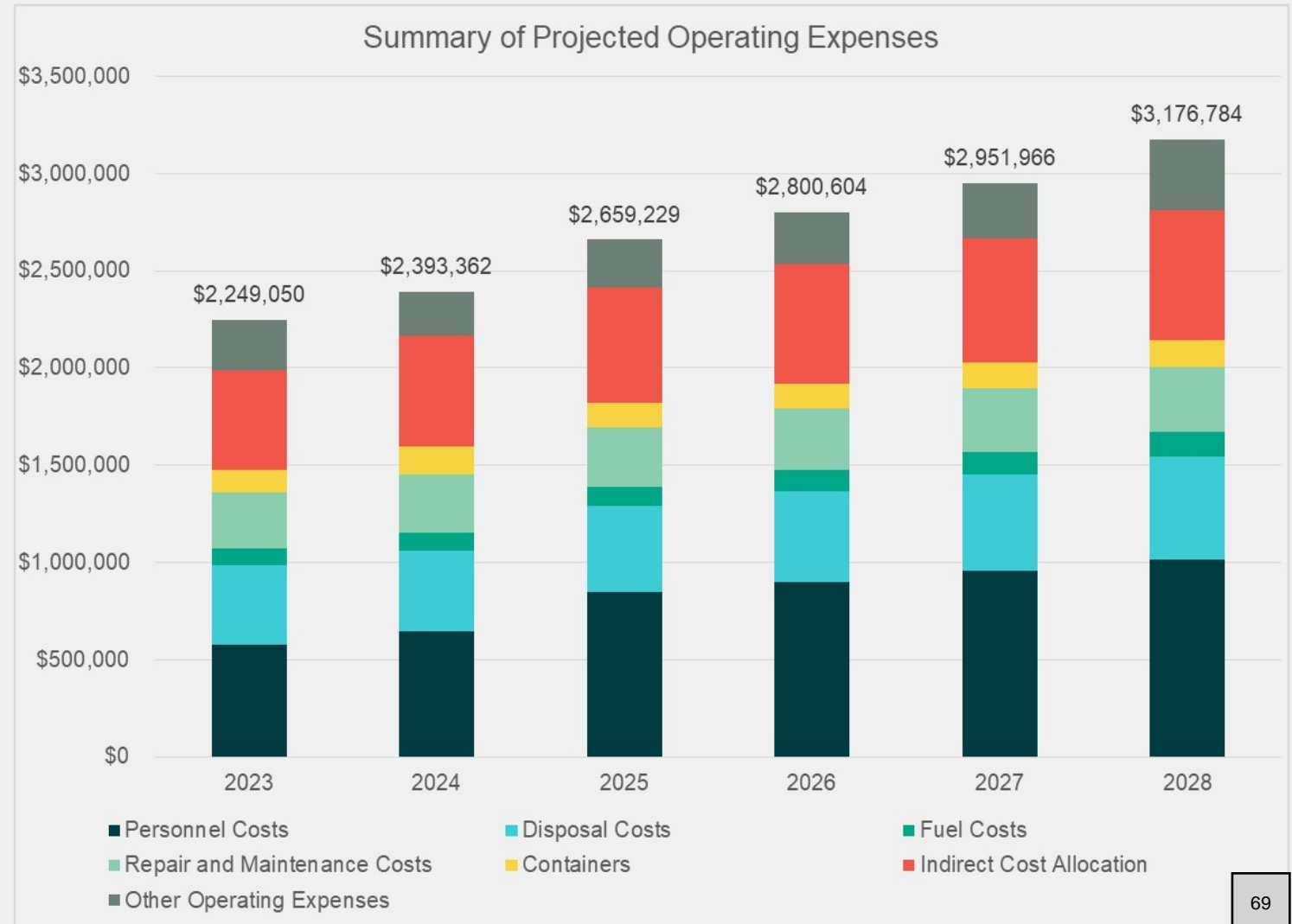
- Based on the adopted FY23 budget of \$2.2 million [*]
 - › Adjustment made to disposal costs based on an estimated increase in the tonnage for 2023 of +\$92K
 - › Adjustment for operating and revenue contingencies of \$27K
- (1) Additional Sanitation Truck Operator II to be hired in FY25
 - › New operator required to support future customers connecting to the system based on planned development projects
- (1) Additional Solid Waste Code Officer to be hired in FY25
- Projections include costs associated with fleet repairs and maintenance over the study period

[*] Excludes capital outlay, capital lease installments, and loan payments to General Fund.

[K] Thousands

Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
 - › Labor: 11% (FY24); then 4% per year
 - › Health & Liability Insurance: 15% per year
 - › Fuel & Utilities: 5% per year
 - › General Inflation: 3% per year



Vehicle Replacements & Minor Equipment

- Total vehicle replacement / capital program of \$4.0 million
 - › Replacement of 10 trucks - \$3.9 million (proposed capital leases)
 - 3 Front end loader trucks
 - 3 Side loader trucks
 - 3 Grapple trucks
 - 1 Rear loader trucks
 - › Other capital outlay - \$0.1 million (rate funded)
 - Minor equipment and machinery

Proposed Vehicle Replacement Timeline

2023

- **FEL 45**
(14 YRS.)
- **ASL 50**
(14 YRS.)

2025

- **CLAM 66**
(8 YRS.)
- **REAR 42**
(20 YRS.)

2029

- **CLAM 68**
(8 YRS.)

2024

- **FEL 44**
(8 YRS.)
- **ASL 51**
(8 YRS.)

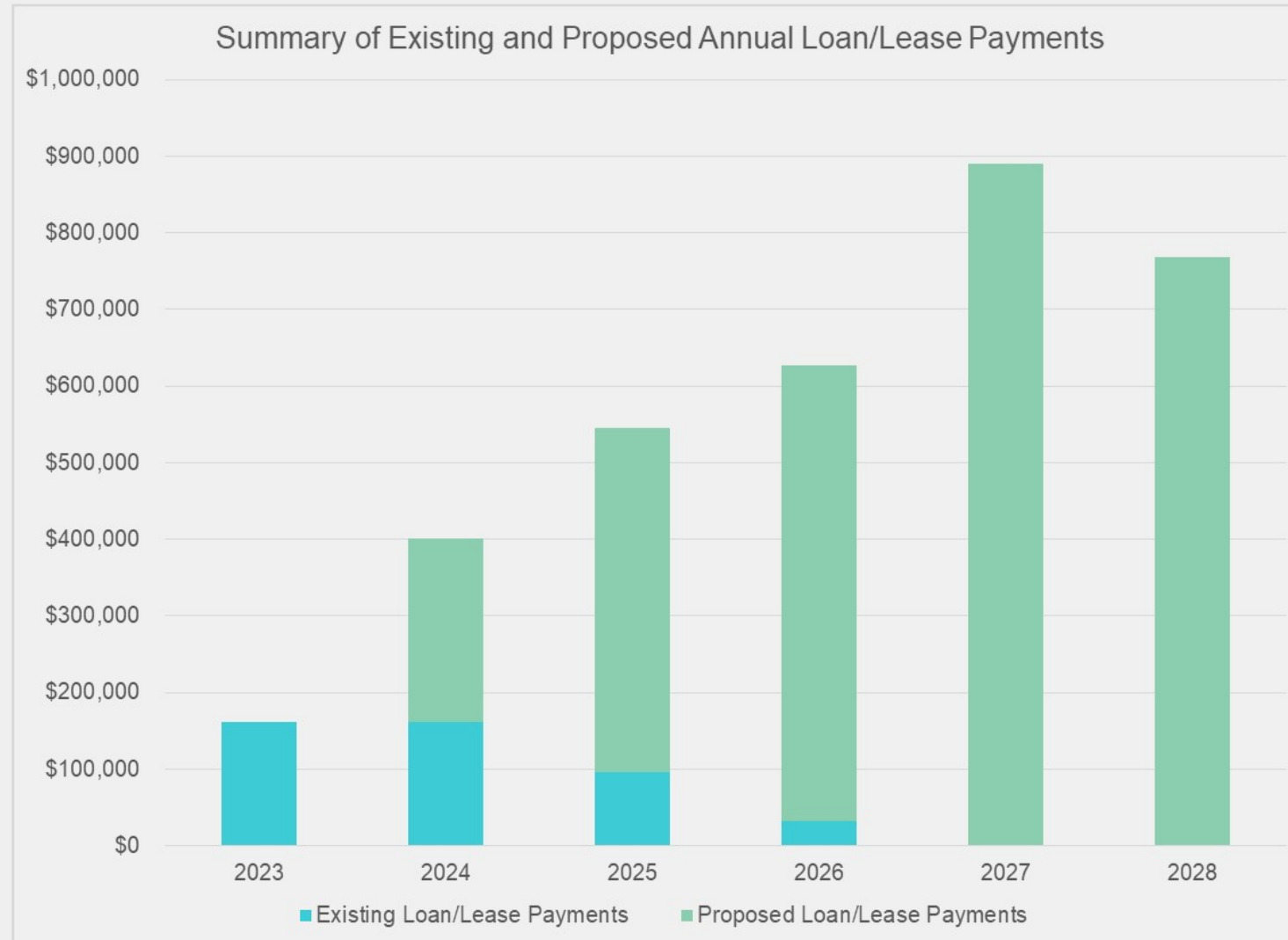
2026

- **FEL 56**
(7 YRS.)
- **ASL 58**
(7 YRS.)
- **CLAM 67**
(8 YRS.)

Projected Loans & Lease Payments

- Existing annual loan and lease payments of \$161,000 in FY23 decreasing to \$0 by FY26
 - › Existing Side Loader lease of \$65,000 ends in FY24
 - › Existing Mack MD7 Grapple Truck lease of \$65,000 ends in FY25
 - › General Fund Loan of \$31,000 ends in FY26
- Proposed annual capital lease payments starting in FY24 at \$239,000 and increasing to \$768,000 by FY28
 - › All proposed capital leases assume 4-year payback term and interest rate between 5.99% - 6.75%

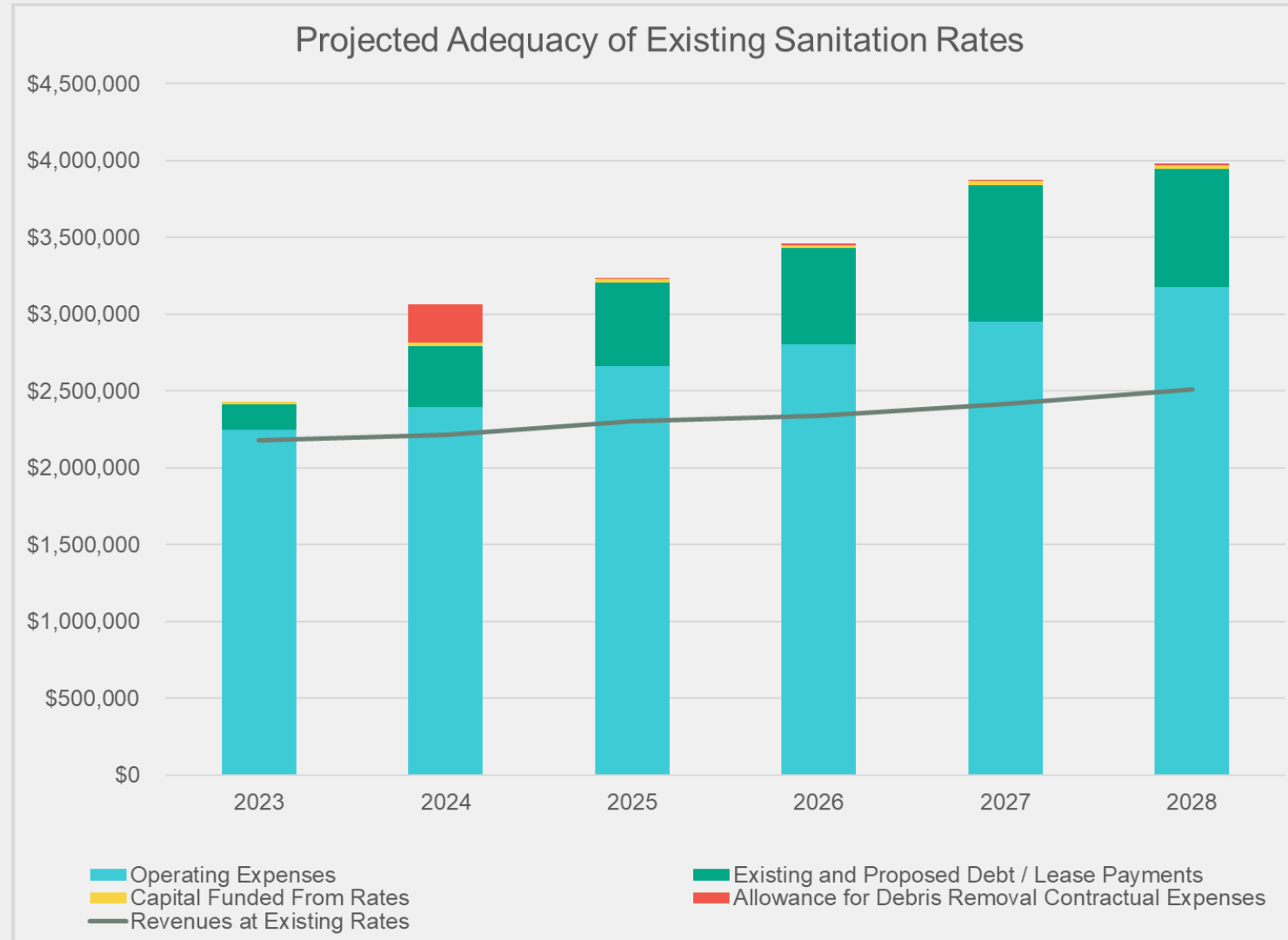
Projected Loan & Lease Payments (cont.)



Other Revenue Requirements

- Based on discussions with Town staff, we established funding of an allowance account for contractual debris removal expenses for storm events
 - › Transfer of \$250,000 in FY24 as initial deposit
 - › Nominal annual deposits of approx. \$7,900 per year to keep pace with inflation (3% per year)
- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
 - › Additional deposits to the operating fund over the study period to target at least 90 days of reserves

Adequacy of Existing Rates



Proposed Solid Waste Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>
	<u>Sample – Monthly Fees for Dumpster Services</u>				
2 CY Dumpster – 1 Pickup / Week (\$98.02)	\$145.08	\$149.41	\$153.92	\$158.51	\$163.28
4 CY Dumpster – 1 Pickup / Week (\$196.04)	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
6 CY Dumpster – 1 Pickup / Week (\$294.06)	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84

Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
 - › Existing rates are not adequate to cover the current operations

Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
 - › The projected financial results were prepared based on the adopted service classifications
 - › The Town Commission should consider adopting the proposed rates through FY28

Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
 - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

Q&A

Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers

Connect with Us!



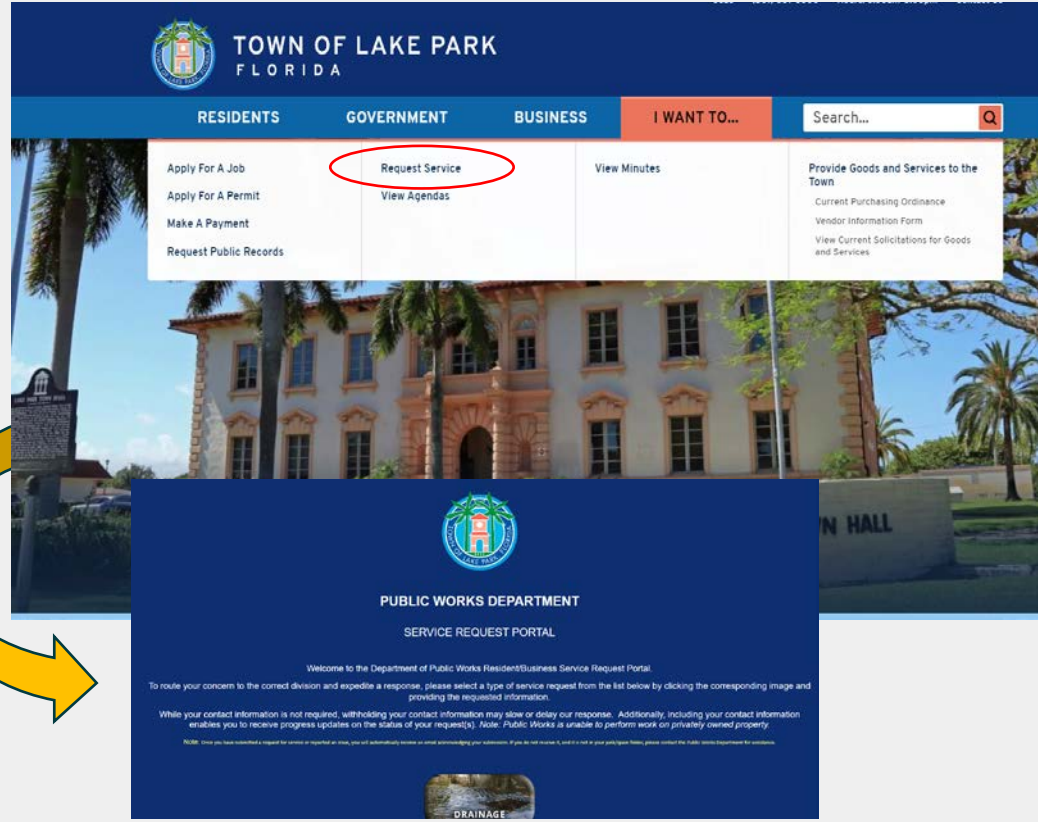
- New Service Request Portal
 - › Request Service
 - › Report Issues

 (561) 881-3345

 publicworks@lakeparkflorida.gov



SCAN AND
BOOKMARK
ME!





Town of Lake Park Town Commission

Item 1.

Agenda Request Form

Exhibit B

Meeting Date: June 21, 2023
Originating Department: Special Events
Agenda Title: Summer Bash Fundraiser Sponsorship Requests

Approved by Town Manager: John D'Agostino
Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov,
c=US
Date: 2023.06.15 17:08:58 -04'00'
Date: _____

Cost of Item: _____ **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

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

Attachments: Summer Bash Fundraiser Special Event Permit Application

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

Summary Explanation/Background:

The Special Events Department received a Special Event Permit Application from Rhonda Jo Porter proposing a Summer Bash Fundraiser to be held on Saturday, July 15 in the parking lot of the 700 block of Park Avenue, near The Brewhouse Gallery and Kelsey City Brewing. The funds raised will be provided to the Amara Shriners Children's Transportation Fund to drive children to the Shriners Hospital located in Tampa, Florida. Event vendors include Eddie's Rolling Bistro, Mark Bone BBQ, VFW and Amara Shriners. At this time, the event organizer would like the Town to sponsor the event by providing marketing assistance listed below. In addition, a funding request of \$500.00 to pay for the live entertainment will be presented to the Town's Community Redevelopment Agency Board of Directors on Wednesday, July 5, 2023. The CRA Board will have to vote to approve the expenditure from the CRA budget.

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
<ul style="list-style-type: none">• The use of the Town of Lake Park logo on all event marketing material.• Event flyer and information posted on the Town of Lake Park website.• Event flyer and information posted on Town of Lake Park social media accounts.• Event flyers posted at Town of Lake Park special events.	No monetary value	No monetary value

Recommended Motion: I move to approve the request made by the event organizer of the Summer Bash Fundraiser.

Exhibit C

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

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

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

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate

97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

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

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

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



Exhibit D

RECEIVED
Human Resources Department

MAY 31 2023

TOWN OF LAKE PARK

Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM TOWN MANAGER JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Roger David Michaud

Evaluator's Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

John has maintain a thorough level of communication with me.
He empowers his staff to use the best of their abilities to
effectively get work done. John completely has staffs best interest.
He recently inspired a recent hire that was brought to my attention.

2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

John in my tenure as a council member has shown to manage our budget effectively. Our town budget has always remain balanced with no indication of any deficits other than our marina and sanitation to which we are addressing this upcoming budget year.

3. PERSONAL SKILLS/COMMUNICATIONS

- 4 Willing to commit time necessary to complete required tasks
- 4 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 3 Skillful in written communication
- 4 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 3 Receptive to constructive criticism and advice
- 3 Manages stress effectively

COMMENTS:

John has a passion for what is believed to be the best course of action for the subject in question. Sometimes that passion can be skirt the lines of demeanor if outcomes are different but understands when these things are pointed out to him.

4. RELATIONS WITH THE TOWN COMMISSION

- 3 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 4 Carries out the directives of the Commission as a whole, rather than those of any one member
- 4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

John understands the relationship with the commission in terms of policy and follows directive to the best of his ability. He works with the commission in determining policy and respects the commission decision on final decision of policies.

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town's population
- 4 Responsive to issues of both commercial and residential populations
- 5 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

I have heard nothing but positives from outside representatives that have worked with or interacted with John. John always creates a positive image of the town. He informs residents about town info through our town newsletter and social media platforms.

ADDITIONAL SUMMARY COMMENTS:

I value John as a leader and award him for all the positive movement this town has endured under his leadership. He has a staff that values him as their leader and does so in their work.

OVERALL RATING:

5 - Outstanding

2 - Marginally Effective

4 - Very Effective

1 - Ineffective

3 - Effective

Roger Michaud

Digitally signed by Roger
Michaud
Date: 2023.05.31 10:17:42
+04'00'

5/31/2023

EVALUATOR'S SIGNATURE

DATE

RECEIVED
Human Resources Department

MAY 24 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Kim Glas-Castro
Evaluator's Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
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1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

John has done better this year discussing potential approaches to an issue or new focus area before staff takes action, which may be counter to Commission consensus

2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

John is fiscally conservative, but funds means to fund or undertake activities per Commission direction

3. PERSONAL SKILLS/COMMUNICATIONS

- 4 Willing to commit time necessary to complete required tasks
4 Demonstrates high concern for ethical behavior
4 Skillful in verbal communication
4 Skillful in written communication
4 Informs the Commission of current issues and administrative developments
4 Encourages a positive attitude regarding the Town
4 Receptive to constructive criticism and advice
4 Manages stress effectively

COMMENTS:

John has done a better job this year verbally communicating with the Commission rather than relying on emails, which are not always effective communication

4. RELATIONS WITH THE TOWN COMMISSION

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
4 Carries out the directives of the Commission as a whole, rather than those of any one member
4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

Additional Comments:

— John should ensure that staff is aware of legislative changes (there are several means via League of Cities, APA Florida, 1000 Friends of FL or the Town Lobbyists) so that they are not illegally enforcing codes that are rendered void by the legislature — staff was embarrassingly late learning about changes to food trucks & front-yard gardens pre-emptions.

— John & staff need to hold more meaningful discussions with the Town Attorneys. Agenda items are moved forward without full vetting. (Ocena offer agreement, food truck ARF).

COMMENTS:

John's Communication with and interaction with the Commission has been positive this year

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 4 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

Direct mailings to residents & stakeholders has provided better information & opportunities to learn more about Town programs & studies. John is an excellent ambassador for the Town.


ADDITIONAL SUMMARY COMMENTS:

I have heard, but have not personally witnessed, about John losing his temper & displaying unprofessional behavior towards certain potential investors/developers, with complaints about favoritism towards certain businesses/developments.

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective

- 2 - Marginally Effective
- 1 - Ineffective


EVALUATOR'S SIGNATURE

5-20-23
DATE

MAY 24 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER JOHN D'AGOSTINO

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John L Linden

Evaluator 's Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 3 Maintains open and informative communications with the Town Commission
- 3 Knowledgeable of current developments affecting the local government management field.
- 3 Effectively implements and enforces Town policies and procedures
- 3 Demonstrates a capacity for innovation and creativity
- 2 Anticipates problems and develops effective approaches for solving them.
- 3 Maintains a work atmosphere conducive to productivity and efficiency
- 3 Takes responsibility for staff actions.
- 2 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 3 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 2 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

COMMENTS:

(2.73) His management style appears to be controlling and dictatorial. it appears to me his Staff cannot make decisions without first going through him. From my perspective he does not motivate his staff he does not give them the freedom of creativity.

2. FISCAL MANAGEMENT

- 3 Possesses knowledge of governmental accounting/budget procedures
- 3 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 3 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 3 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 2 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 3 Expenditures are made within budget limitations according to established policy

COMMENTS:

(2.83) My observation: While items have to go out for bid, the best price is not always obtained.

3. PERSONAL SKILLS/COMMUNICATIONS

- 3 Willing to commit time necessary to complete required tasks
- 2 Demonstrates high concern for ethical behavior
- 2 Skillful in verbal communication
- 2 Skillful in written communication
- 2 Informs the Commission of current issues and administrative developments
- 3 Encourages a positive attitude regarding the Town
- 2 Receptive to constructive criticism and advice
- 3 Manages stress effectively

COMMENTS:

(2.37) Forced Staff to break the rules to accomodate a request of the previous Mayor. He will write a nasty/sarcastic letter to someone that does not agree with him, example, the Town Attorney, our lobbisist, even a commissioner (me). (*3a)(*3b)

4. RELATIONS WITH THE TOWN COMMISSION

- 3 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 2 Carries out the directives of the Commission as a whole, rather than those of any one member
- 2 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 3 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

(2.6) Working with the previous Mayor he broke the rules of the Town, by forcing his staff to break them, to accomodate the Mayor's request for foreign money. His attitude periodically is, that the commissioners work for him, not the other way around.

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 3 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential populations
- 3 Takes a "hands-on" approach when necessary
- 3 Maintains an effective working relationship with other local governments
- 2 Takes a diplomatic approach to problem solving
- 2 Projects a positive image on behalf of the Town of Lake Park
- 2 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

(2.66) He is reluctant to ask for assistance, it must be done his way. OK in person, on calls and written correspondence there are times he does not reflect a positive image of the Town. Staff takes his direction when interacting with various Boards.

ADDITIONAL SUMMARY COMMENTS:

(*3a) He is very slow to update on developments in the town; hear it second hand over a zoom call. (*3b) reluctant to accept criticism, or take advice. Comes across as it has to be his idea.

OVERALL RATING:

2.5

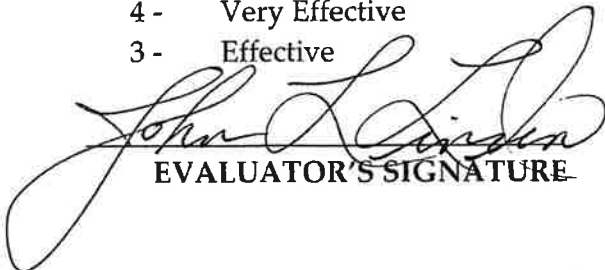
5 - Outstanding

2 - Marginally Effective

4 - Very Effective

1 - Ineffective

3 - Effective


EVALUATOR'S SIGNATURE

5/23/2023
DATE

MAY 22 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER
JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Mary Taylor

Evaluator's Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

5	Outstanding	Consistently achieves and exceeds all standards/objectives of work performance.
4	Very Effective	Regularly meets and frequently exceeds standards of work performance.
3	Effective	Regularly meets standards of work performance.
2	Marginally Effective	Often fails to meet standards of work performance.
1	Ineffective	Clearly and consistently fails to meet standards of work performance.

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 3 Knowledgeable of current developments affecting the local government management field.
- 3 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 3 Anticipates problems and develops effective approaches for solving them.
- 3 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 3 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

COMMENTS:

John D'Agostino, is available to meet and answer questions without hesitation. Town hall administration office is a pleasure to visit, because of the personnel on the second floor, indicating a harmonious work environment.

2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 3 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 2 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 3 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 3 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 3 Expenditures are made within budget limitations according to established policy

COMMENTS:

I do not support all the recommended decisions presented to the commission because I did not have adequate background information required to approve a million dollar grant to one individual entity

3. PERSONAL SKILLS/COMMUNICATIONS

- 3 Willing to commit time necessary to complete required tasks
- 2 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 3 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 2 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

I believe the \$75,000 donation from King Solomon relief fund was unethical, but not refuted by the town manager.

4. RELATIONS WITH THE TOWN COMMISSION

- 2 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 3 Carries out the directives of the Commission as a whole, rather than those of any one member
- 3 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 3 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

Request for priority lists of goals and objectives have not been
provided as well as requests for updates on safety issues such as
traffic control.!

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 3 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential **populations**
- 3 Takes a "hands-on" approach when necessary
- 3 Maintains an effective working relationship with other local governments
- 3 Takes a diplomatic approach to problem solving
- 3 Projects a positive image on behalf of the Town of Lake Park
- 3 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

A positive attitude toward citizens and those that have different or
opposing views would be a worthwhile goal.

ADDITIONAL SUMMARY COMMENTS:

This evaluation is a product of a teacher, I admit I would give
myself an overall 3 rating. Being a informed commissioner in order
to better serve my community is my goal.

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective

- 2 - Marginally Effective
- 1 - Ineffective



EVALUATOR'S SIGNATURE

05/21/23

DATE

TOWN MANAGER

JOB CODE: 100
DEPARTMENT: TOWN MANAGER

CHARACTERISTICS OF THE CLASS:

Under the general supervision of the Town Commission, serve as the Chief Administrative Officer of the Town by directing and supervising the administration of all departments, and by implementing policy established by the Town Commission. Work is reviewed through periodic evaluations by the Town Commission. Performs such other duties as may be required by the Town Commission not inconsistent with the Town Charter, State law or applicable Ordinances. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Appoints, hires, disciplines and removes all employees and department heads of the Town in accordance with the Town established employee policies and procedures.
2. Provides staffing for the appointed boards, committees, and agencies of the Town, as necessary or directed by the Town Commission.
3. Prepares and submits to the Town Commission a monthly report. Also, directs all department heads to file monthly reports with the Office of Town Manager, which shall collect and forward these reports to the Town Commission without correction or modification.
4. Prepares, with the assistance of the Finance Director an annual budget and presents the same to the Town Commission with a message describing the important features, and is responsible for the administration of such budget after adoption.
5. Prepares and submits to the Town Commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the Town Commission.
6. Keeps the Town Commission advised of the financial condition and future needs of the Town, and make such recommendations as may be desirable on a timely basis. The Town Manager is encouraged to actively seek out potential grant monies that may be available to support Town projects.

*Approved on
6/20/12 pursuant
to Resolution 14-06-12.*

7. Recommends to the Town Commission a standard schedule of pay for all Town positions, including minimum and maximum rates of pay.
8. Organizes, reorganizes, consolidates, combines or abolishes positions, offices, department divisions or departments of the Town only with the approval of the Town Commission.
9. Recommends in consultation with the Town Attorney appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the Commission in proper sessions.
10. Recommends to the Town Commission the adoption of such Ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.
11. Attends meetings of the Town Commission, Town committees and boards, and other Town meetings, as the Town Manager deems necessary, or as directed by the Town Commission. At such meetings, the Town Manager shall have the right to take part in the discussion, but without a vote.
12. Serves as purchasing agent for the Town, responsible for overseeing the purchase of equipment and supplies pursuant to Town policy.
13. Provides staff support services for the Mayor and Commission members which shall be limited to those necessary in support of Town activities.
14. In consultation with the Town Attorney, enforces the Town's laws and Ordinances.
15. Investigates the affairs of the Town, or complaints regarding any department or division; investigates all complaints in relation to matters concerning administration; investigates complaints regarding service maintained by public utilities; and, sees that all terms and conditions imposed in favor of the Town in any franchise, contract or agreement are faithfully observed.
16. Devotes all working time to the discharge of official duties.

REQUIREMENTS:

A. Education and Experience:

Bachelor's degree in Public Administration or a closely related field from an accredited college or university and at least five (5) years of experience as a full-time employee in Public Administration at the administrative level. Must possess a valid Florida driver's license.

B. Knowledge, Skills and Abilities:

- Knowledge of the organization, functions of a municipal government
- Knowledge of budgetary development, administration and control
- Knowledge of local Codes, Ordinances and regulations
- Ability to plan and coordinate complex administrative activities
- Ability to formulate plans, budgets and related policy papers, synthesizing information from a variety of sources
- Ability to delegate authority and responsibility appropriately
- Ability to communicate effectively both orally and in writing
- Ability to follow complex oral and written instructions
- Ability to work effectively with the Town Commission, the general public and Town staff

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

ENVIRONMENTAL REQUIREMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide

occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

Exhibit E

JOHN D'AGOSTINO: ACCOMPLISHMENTS AS LAKE PARK TOWN MANAGER (2023 UPDATE)

Last month, John D'Agostino celebrated his eighth anniversary with the Town of Lake Park. During his tenure, Lake Park has seen (and continues to see) exceptional levels of growth and development.

As noted in the past, external developments have taken place while simultaneously fostering internal growth. As Town Manager, John D'Agostino has created an environment in which staff works together cohesively inter-departmentally, and not just intra-departmentally. This results in greater efficiency and higher productivity levels. Further, he ensures employees feel recognized and valued through the provision of holiday gatherings, personalized letters and an in-office celebration on National Employee Appreciation Day, Publix gift cards at Thanksgiving, weekly bagels, a candy supply designed to satisfy a wide range of chocolate cravings and more.

While there have been numerous achievements during his eight-year tenure, many particularly noteworthy developments have happened in recent years, and others are :

TOWN:

- **Nautilus 220:** The largest project to ever come to Lake Park, this luxury high-rise, which has begun construction, will change the face of Lake Park visually, and will provide nearly \$2 million to the Town's annual tax base. The project's developer quickly became an ardent supporter of the Town, donating funds to help support the Lake Park Public Library, Sunset Celebration, and the Lake Shore Park playground, as well as donating a golf cart to Lake Park Elementary and more. Once completed, Nautilus will create a wide array of jobs, and residents of Nautilus will patronize local businesses, thereby supporting the Town in myriad ways. This project started with the Town Manager's support to fund the US-1 land development regulations initiative, which has proven to be successful, as well as his continued flexibility to accommodate market and construction conditions.
- **Safety and security:** license plate readers, surveillance cameras and ShotSpotters were installed in strategic locations throughout the Town. This forward-thinking endeavor has led to a significant drop in crime in the Town and enhanced the ability of PBSO to solve the crimes that are committed.
- **Lake Shore Drive Drainage Initiative:** this major project, which utilized green infrastructure to eliminate flooding along Lake Shore Drive and improve the quality of the water that drains into the Lake Worth Lagoon (which is a protected water body), was completed thanks to funding from a \$3.5 million grant from FEMA and \$2 million in one-cent sales tax revenue. There was no financial assessment to residents necessary. This was the first of several major drainage programs that will utilize green infrastructure to improve drainage Town-wide, all at no cost to residents or local businesses.
- The Town was the first municipality in Palm Beach County to complete a Vulnerability Assessment Report. This project was funded through a \$75,000 grant from the Department of Environmental Protection. The Vulnerability Assessment will serve as a key element in future

grant funding requests, positioning the Town ahead of other municipalities that lack this vital information.

- The Town celebrated the construction of the Lake Shore Park playground in December of 2022. This vast project was funded through two years of CDBG grants, a donation from the developer of Nautilus 220, and funds from a one-time fee totaling 1% of the construction costs of Nautilus 220 (the Town's Public Improvement Fund). The park regularly attracts visitors from other municipalities in addition to Lake Park residents.

LAKE PARK PUBLIC LIBRARY

- The Lake Park Public Library won the Literacy Coalition of Palm Beach County's Read for the Record Award in the Small Municipality category in 2021 and 2022.

CRA

- BusinessFlare worked with the Town to update the CRA Master Plan, which was adopted. They are currently working on two expansion areas that have already been approved by the Town's CRA and are awaiting final approval by Palm Beach County.
- Two microbreweries – Kelsey City Brewery and Coastal Karma – made Lake Park their home and regularly serve local residents and patrons who travel to the Town for this purpose.

FUNDING

- Under the direction of the Town Manager, the Town has been awarded significant funding through grants and for was awarded two significant grants for green infrastructure drainage projects:
 - A grant of \$553,758 through the Resilient Florida Program for the strategic placement of roadside bioswales along 2nd Street by Foresteria Drive and Evergreen Drive, where flooding has been documented.
 - A grant of \$11,067,635 through the Florida Department of Economic Opportunity's Rebuild Florida Mitigation General Infrastructure Program to be used to retrofit the Town's aging drainage system using low-impact green infrastructure and help solve flooding issues, ultimately resulting in long-term sustainability.
 - The award of this grant also resulted in significant positive media coverage for the Town.
 - A State Appropriation in the amount of \$700,000 for enhancement of the previously completed Lake Shore Drive Drainage Program
 - A grant of \$325,000 from the Florida Department of State Division of Historical Resources for the preservation of Town Hall by replacing the roof and waterproofing the building.
 - In addition, the Town is currently slated to receive \$1 million from the State of Florida for the implementation of a major septic-to-sewer project. This will become official once the Governor signs the State budget.

STORMWATER AWARDS

- The Town has now been honored two years in a row by the Florida Stormwater Association. Just last week we received the 2023 Stormwater Program Excellence Award, which is given to public sector member organizations that have demonstrated a high level of distinction in stormwater programs, projects, and public education efforts. Awardees must exhibit sustained demonstration of excellence in public sector stormwater, and further considerations include ongoing and frequent development and implementation of innovative projects, a stable and talented staff, adequate funding, and noteworthy responsiveness to water quality improvement challenges.

Last year, the Lake Shore Drive Drainage Improvements Project was the recipient of the FSA's Outstanding Achievement Award, which recognizes successful implementation or outstanding projects in one or more areas of public sector stormwater management or finance, including stormwater utilities, permit compliance, intergovernmental coordination, best management practices, water quality improvement and illicit discharge detection.

LOOKING AHEAD

- The P3 (public-private partnership) for the Marina is an ongoing major initiative that will enable us to reinvent the Lake Park Harbor Marina and allow for additional uses, amenities and services that will benefit not just the community, but the entire region, and serve as an added economic engine.
- Land development regulations for the C-3 area have been adopted and developers are looking closely at this property for a residential or mixed-use development opportunity. The existing owner had a site plan (residential with 250 units) that is also pending Publix review/approval; this continues to be an option for redevelopment also.
- The Park Avenue Downtown District (PADD) Town comprehensive plan amendments and land development regulations related to a modified PADD that allows for increased density and intensity, along with an expansion of its boundaries including the future train station site, has been adopted. Development plans are being worked on by several development groups for parcels at various locations within the PADD. These site plan applications are forthcoming. If they all move forward and are realized, there is a potential to have up to have a billion dollars in private investment in the PADD alone (including a fully integrated train station site).
- 700/748/754 Park Avenue has been sold. The new owner has been working with the Town on a "reimagined" plan that includes a fresh, new look for the existing 700-748 Park Avenue buildings and completion of façade and exterior improvements on the 754 Park Avenue property (in early 2024), with interior end user buildouts planned for later in 2024.
- Oceana Coffee received site plan amendment approval for their jointly owned property at 1301 10th Street. This joint venture also received a grant from the CRA. The redevelopment project is underway and demolition of the existing structure is scheduled for late June/early July 2023.

Construction permits for vertical construction will be issued by mid-September 2023 and construction will be complete by December 2024.

- Brooklyn Cupcakes received their final inspections in mid-June 2023. They are working on their final interior design installations and will be open sometime in July 2023. They are working on partnerships with other businesses in Town in order to cross-promote and provide support for other local businesses. The owner of Brooklyn Cupcake has joined the CRA Board as a means of further supporting Lake Park.
- Clean Sweep, to be located at 810 Water Tower Road, is currently working through infrastructure work that is required before they can go vertical.
- Silver Beach Industrial (371K+ square foot office/warehouse) between Silver Beach Road and the Park Avenue Extension road is nearing completion; final Certificates of Completion are forthcoming.
- DXD Capital (four stories, 99,990 square foot self-storage facility) on Water Tower Road between 13th and 14th Streets is moving forward with construction.
- Texas Roadhouse in the Congress Business Park PUD is nearing site plan approval and intends to begin construction in the last quarter of 2023.
- The Town has held several meetings with the property owner of 1415 10th Street (where Ceviche Arigato, Family Dollar and others are located) regarding redeveloping their property. Staff is looking into rezoning this area to mixed-use and developers have expressed interest in investing \$150-\$200M in a mixed-use redevelopment project. If negotiations between buyer and seller are successful, a site plan application may be submitted in the last quarter of 2023.
- The Town's Mobility Plan has been approved and is ready to be implemented so that mobility funds can begin accruing and the Town is able to pursue mobility projects.
- The Town's Parks Master Plan for Kelsey and Lake Shore Park has been approved with various projects and initiatives that will serve to revitalize the park area in order to promote recreation activities and create another destination for residents and visitors along the US-1/Lake Shore Drive corridors. Project prioritization and implementation is forthcoming.
- Discussions regarding the development of a Community Center in Bert Bostrom Park are ongoing. Staff has toured a neighboring facility and is gearing up for stakeholder meetings towards the end of 2023.

CENTENNIAL

- The Town is currently celebrating its centennial anniversary with a year-long array of activities thanks to an initiative spearheaded by John D'Agostino.



TOWN MANAGER COMMENTS

Item 1.

TOWN COMMISSION MEETING Wednesday, June 21, 2023

Exhibit F

HUMAN RESOURCES

Job Openings:

The following positions are currently being advertised:

- Dock Attendant -- Pay range \$15.90 to \$24.65 per hour
- Irrigation Technician -- Pay range: \$17.01 to \$26.37 per hour
- Sanitation Truck Operator I -- Pay range: \$15.90 to \$24.65 per hour
- Sanitation Truck Operator II -- Pay range: \$18.21 to \$28.22 per hour
- Stormwater Technician II -- Pay range: \$18.21 to \$28.22 per hour

The deadline for receipt of applications for all of the above positions is 5:00 p.m. on June 30, 2023. To view the complete job postings for the above positions or to download an employment application, please visit the Town's official website at www.lakeparkflorida.gov. For additional information please contact the Town's Human Resources Department at 561-881-3300 Option 8.

PUBLIC WORKS

We are pleased to announce that the Town of Lake Park has been honored by the Florida Stormwater Association (FSA) with the 2023 Stormwater Program Excellence Award. The Excellence Awards are given annually to public sector member organizations that have demonstrated a high level of distinction in stormwater programs, projects, and public education efforts. Awardees must exhibit sustained demonstration of excellence in public sector stormwater, and further considerations include ongoing and frequent development and implementation of innovative projects, a stable and talented staff, adequate funding, and noteworthy responsiveness to water quality improvement challenges.

SPECIAL EVENTS

Sunset Celebration

Sunset Celebration will be held on Friday, June 30 from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. This month's event will feature live entertainment from Prato Band! There will be a full bar, happy hour prices, and a variety of food and craft vendors. For more information, contact the Special Events Department at 561-840-0160.

SUNSET CELEBRATION

Item 1.

FREE MUSIC CONCERT

FEATURING

Pratto
pure riddim attack taking over



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

FRIDAY, JUNE 30

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403

**FOR MORE INFORMATION
CALL 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV**





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: P3 Comprehensive Agreement Workshop Minutes

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

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
 DN: cn=John D'Agostino, o=Town
 of Lake Park, ou=Town Manager,
 email=jdagostino@lakeparkflorida.
 gov, c=US
 Date: 2023.06.22 15:24:47 -04'00' Date: _____

Name/Title *Laura Weidgans / Deputy Town Clerk*

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

Recommended Motion: Motion to approve the minutes of the P3 Comprehensive Agreement Workshop



Lake Park Town Commission, Florida

Public Private Partnership (P3)

Comprehensive Agreement Workshop

Wednesday, June 21, 2023 at 6:00 PM

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

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

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

CALL TO ORDER/ROLL CALL

Call to Order 6:04 pm

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Led by Mayor Michaud

SPECIAL PRESENTATION/REPORT:

1. Presentation of the Comprehensive Agreement for the Public Private Partnership (P3)

Development Project for the Lake Park Harbor Marina

Town Attorney Thomas Baird presented the agreement (Exhibit A)

Vice-Mayor Glass-Castro asked about an area of the marina that was not included in the presentation. Town Manager D'Agostino explained that this area is being set aside for a filtration system. Vice-Mayor Glas-Castro also asked about traffic studies being vested in with the master plan to avoid possible future issues with the county. Town Attorney Baird stated that they could revise the agreement to include that. Vice-Mayor Glas-Castro expressed a desire to maintain public access to various components of the marina.

Commissioner Thomas asked about the one time assessed value and where that value came from. Town Manager D'Agostino explained that this is a reimbursement of monies to the town for assembling the parcel that the hotel will sit on.

Mr. Don Delaney, P3 Consultant answered the question in further detail referencing the financial spreadsheet within the presentation materials

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.

None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Mr. Delaney, P3 Consultant mentioned some language that he would recommend be added to the agreement. The language will be sent to the Town attorney.

ADJOURNMENT:

Motion to adjourn made by Vice-Mayor Glass-Castro

Seconded by Commissioner Linden

Voting Aye: All

Meeting adjourned 7pm

COMPREHENSIVE AGREEMENT

Respective legal obligations of the Town of Lake Park (Town) and Forest Development (the Developer)

COMPREHENSIVE AGREEMENT

- A Comprehensive Agreement (CA) has been prepared as required pursuant to Fla. Stat. § 255.065, which establishes the respective legal obligations of the Town of Lake Park (Town) and Forest Development (the Developer). The term comprehensive means “wide in scope; inclusive.”
- The CA, along with the terms of four ground leases provide for the development of **the Town’s most valuable public asset, the Lake Park Harbor Marina (Marina)**.
- The CA guides the development of 12 acres of upland, the Marina, and submerged lands (the Property).
- The Marina must be maintained in perpetuity as public property and the public must continue to have access to it, including any expansion thereof.
- The Town and Developer must enter into the CA before any redevelopment of the Property begins.
- A review of some of the important terms of the CA are presented by Article, as follows:

Article 3. Purpose. The CA provides the terms, conditions, and obligations of the Parties regarding the redevelopment of the Property. The development concept is for the Property to be developed as a Planned Unit Development (PUD), implemented through the development of four components, each component having its own 99-year ground lease and Site Plan, to be developed within the time periods set forth in a Critical Path.

Article 4. Term and Ground Lease. To ensure that the Town maintains ownership of the Property, the CA contemplates the development of four Ground Leases, one for each Component, for a term of 99 years. A term sheet for the four ground leases is presently being discussed between counsel. The ground leases themselves will be much more extensive and will be considered after the adoption of the CA, unless the Commission believes it would be prudent to know the exact terms of the ground leases before approving the CA.

Article 5. Planned Unit Development. The Developer is required to prepare an application for a PUD with an accompanying Master Plan, which shall be subject to the approval of the Town Commission. The Master Plan will specify the location and proposed use of the four Components. The PUD will also include a phasing plan identifying the timing of the development of the each component.

Article 6. Description of the Project (The Four Components)

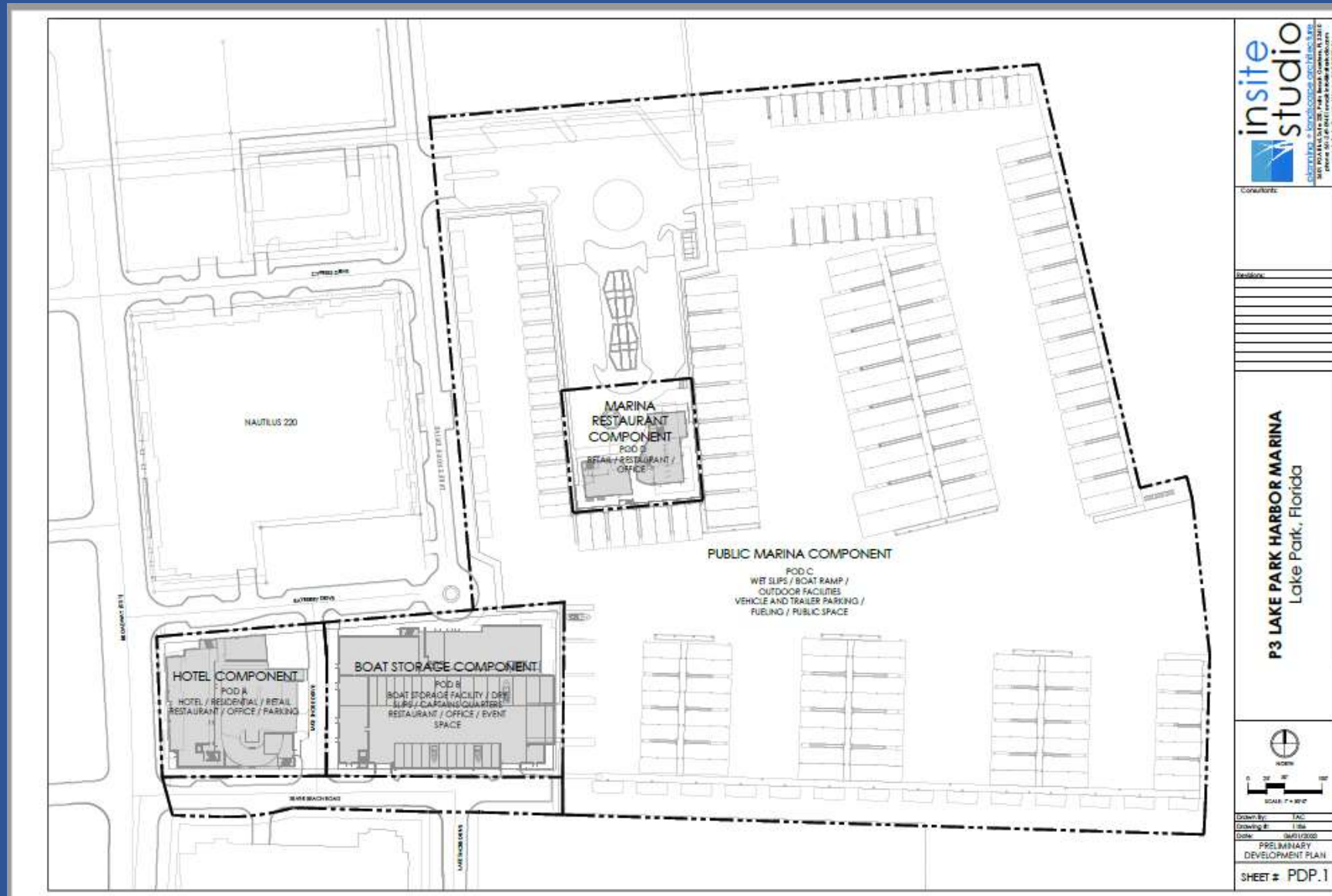
- a. The Hotel Component: Located in Pod A.
- b. The Boat Storage Component: Located in Pod B.
- c. The Public Marina Component: Located in Pod C; and
- d. Marina Restaurant Component: Located in Pod C.

❖ Next Section - PRELIMINARY PLAN – EXHIBIT C

Article 7. Site Plan. Following the approval of the PUD, the Developer must submit separate Site Plans, one for each Component. The Site Plans must be reviewed by the Planning & Zoning Board and approved by the Town Commission.

EXHIBIT C

PRELIMINARY DEVELOPMENT PLAN (FINAL)



Article 8. Government approvals. So that the Developer can process applications for all necessary governmental approvals, the Town, as the owner of the Property, agrees to execute all authorizations for the applications required of the Developer to obtain the Government Approvals to develop the Project.

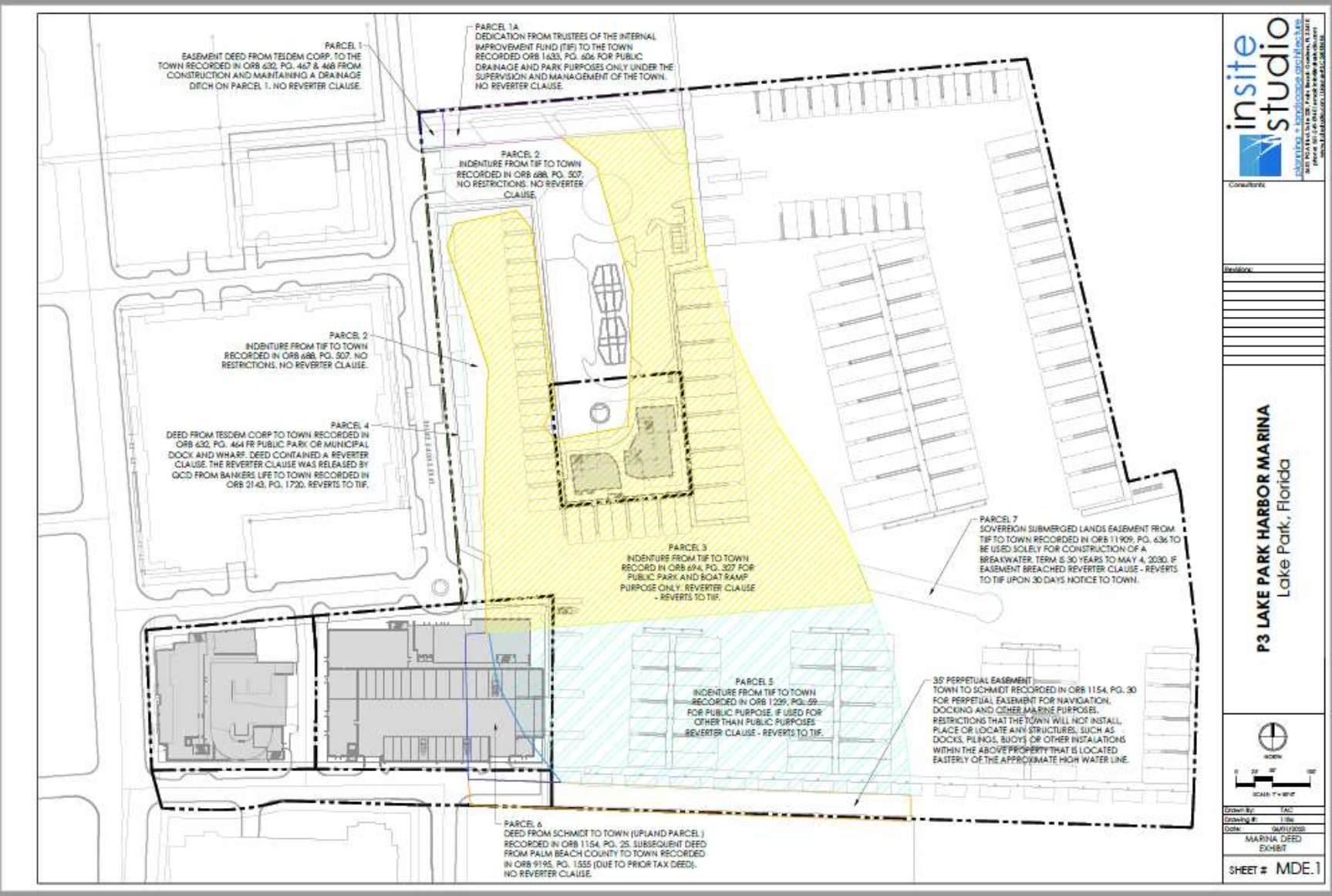
Reverter Clauses and Deed Restrictions For the Property. *The most important approval and that which must be obtained to realize the redevelopment of the Property consistent with the Project requires the release or revision of certain REVERTER CLAUSES AND DEED RESTRICTIONS recorded against the Property.*

- To accomplish the release or revision of the Reverter Clauses and deed restrictions, the CA requires the Developer and the Town to work together to petition the Trustees of the Internal Improvement Fund (TIIF). Without the release or revisions to the Reverter Clauses and Deed Restrictions, the Property cannot be developed in accordance with the Preliminary Plan.
- The Property is subject to at least **10 deeds** containing Reverter Clauses, easements, a breakwater easement and other restrictions.

- The Reverter Clauses and Deed Restrictions are shown on the Overlay Plan attached hereto as Exhibit D.
- ❖ **Next Section - OVERLAY PLAN SHOWING REVERTER CLAUSE PARCELS – EXHIBIT D**

EXHIBIT D

OVERLAY PLAN (FINAL)



The importance of these Reverter Clauses to the Project is such that the commencement dates contemplated in the Critical Path which has been incorporated into the CA, including the commencement of the Ground Leases are triggered by the earlier date of (i) the release or revision of the Reverter Clauses and Deed Restrictions to the Town and Developer's reasonable satisfaction, or (ii) the date that the Developer notifies the Town that it intends to proceed with the Project. (Note: This date may dependent upon whether the Project must be modified as a result of the release or revision of some or all of the Reverter Clauses or Deed Restrictions).

In the event the Reverter Clauses and Deed Restrictions cannot be terminated to the satisfaction of either Party, then Developer shall have the right to seek amendments to this Agreement, including the modification of the Critical Path for the development of one or more of the Components; or to proceed with some redevelopment of the Property to which the Parties can agree. This assumes that some development of the Property can be accomplishe without the release or revision of the Reverter Clauses and Deed Restrictions

Project Timeline/Critical Path.

❖ Next Section - Redevelopment Project Critical Path– EXHIBIT B



- Either The Developer or the Town Commission may propose an amendment to the Critical Path.
- Subject to the approval of the Town Commission, the Critical Path shall only be modified as necessary and the modifications shall be implemented by way of an amendment to this Agreement.
- The Critical Path may be extended for delays caused by events of Force Majeure.

EXHIBIT B

Project Critical Path

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

Comprehensive Agreement Effective Date: The date of the execution of the CA (the “**Effective Date**”)

Ground Leases: Developer to provide drafts of the Ground Leases within 90 days of the Effective Date (*unless the Commission determines that it wants to have the complete Ground Lease for review before approval of the CA*).

The Town and the Developer will use their best efforts to execute the Ground Leases within 30 days of the date that the Developer provides drafts of the Ground Leases.

Reverter Clauses and Deed Restrictions: Town and Developer will work to resolve the Reverter Clauses and Deed Restrictions within 180 days from the Effective Date. Note: the resolution of the Reverter Clauses and Deed Restrictions may change the scope of the Project.

PUD Master Plan: Developer shall submit a PUD application with an accompanying Master Plan for the Project within 120 days of the last of the Ground Lease Execution Date for all of the Components.

Hotel Component:

Developer shall apply for a Site Plan for the Hotel Component within 90 days of the latter of (i) the Title Cleared Date (the resolution of the Reverter Clause and Deed Restrictions); or (ii) the date the PUD is approved.

Within 210 days of the issuance of the approval of a Site Plan for the Hotel Component, Developer shall submit design plans with its application for a building permit.

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

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

Boat Storage Component:

Developer shall apply for a Site Plan for the Boat Storage Component within 90 days of the latter of (i) the Title Cleared Date (the resolution of the Reverter Clauses and Deed Restrictions); or (ii) the date the PUD is approved.

Within 180 days of the issuance of Site Plan approval for the Boat Storage Component, Developer shall submit design plans with its application for a building permit. ■

Within 12 months of the issuance of all Governmental Approvals which are necessary to commence construction for the Boat Storage Component, the Developer shall complete its construction.

Within 90 days of the completion of the construction of the Boat Storage Component, the Developer shall obtain a certificate of occupancy.

Public Marina Component:

Developer shall apply for a Site Plan for the Public Marina Component within 90 days of the latter of (i) the Title Cleared Date (the resolution of the Reverter Clauses and Deed Restrictions); or (ii) the date the PUD is approved.

Within 180 days of the approval of the CA, Developer and Town shall work together **to start the process** of obtaining all necessary Government Approvals, including federal, state, county, Florida Department of Environmental Protection, the United States Coast Guard. *(Note: The Commission may want a firm date, not just to “start” the process but to obtain the necessary Government Approvals.)*

Within 200 days of the date the PUD is approved, Developer shall submit design plans with its application for a building permit.

Within 365 days of the issuance of all Government Approvals to commence construction of the Public Marina Component, Developer shall complete its construction.

Within 90 days of the completion of the Public Marina Component, the Developer shall obtain a certificate of occupancy.

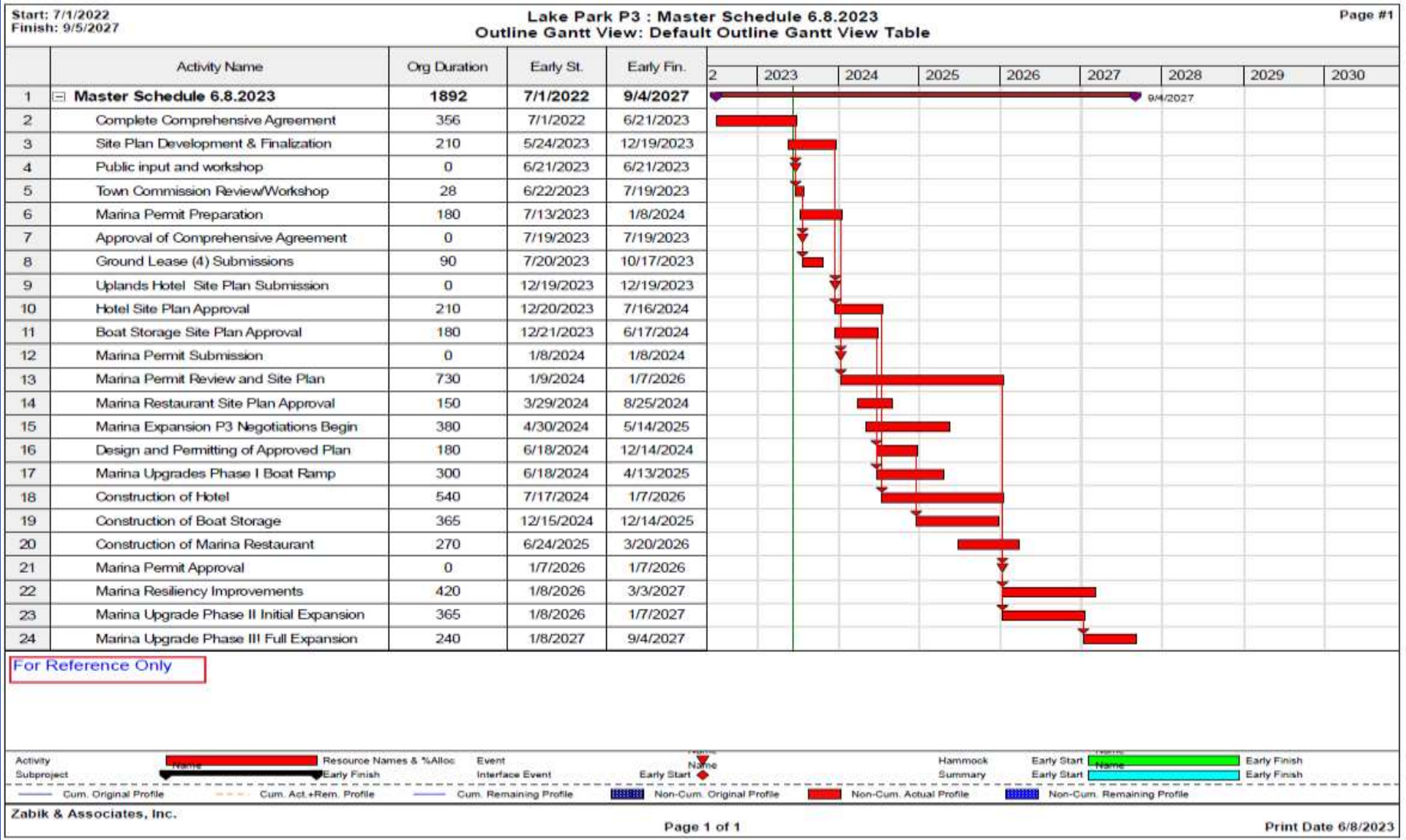
Marina Restaurant Component:

Developer shall apply for a Site Plan for the Marina Restaurant Component within 90 days of the latter of (i) the Title Cleared Date (the date the Reverter Clauses and Deed Restrictions are resolved) or (ii) the date the PUD is approved.

Within 210 days of the date the site plan is approved, Developer shall submit design plans with its application for a building permit.

Within 365 days of the issuance of all Governmental Approvals necessary to commence construction of the Marina Restaurant, the Developer shall complete its construction.

Within 90 days of the completion of the Marina Restaurant Component, Developer shall obtain a certificate of occupancy for it.



Article 11. Payment and Performance Bonds. Prior to the commencement of any work on the Project, the Developer shall deliver *Payment and Performance Bonds, or Letters of Credit* in compliance with Fla. Stat. § 255.05. At a minimum, the Payment and Performance Bonds shall conform to the following:

- compliance with all applicable laws
- name the Town and Developers as obligees; and
- be in a form and substance satisfactory to the Town Attorney.

Article 12. Review and Inspection of the Project. The Developer is required to reimburse the Town for all costs and expenses incurred by the Town staff, its consultants, and the Town Attorney to administer the CA, including, but not limited to, the review of the PUD Master Plan, site plans, design, engineering, permitting, construction, and inspections.

Article 13. Key Developer Obligations.

- Planning, design, engineering for the Project; and obtain all Government Approvals for the same.
- Development and construction of the Components of the Project.
- Ensuring that the contractors and subcontractors for the Project are properly licensed and have retained and maintain commercially reasonable insurance and worker's compensation coverage.
- Ensuring that the Property remains free of claims or liens for materials supplied, labor or services performed.
- Relocating and accommodating existing marina licensees and tenants impacted by the construction of the Project.
- Constructing, in accordance with the approved PUD Master Plan and Site Plans a public area for community events.

- Require the general contractor to agree to a “time is of the essence” provision in the construction contract.
- Obtain Town Commission approval, not to be unreasonably withheld, for any change orders.
- Exercise good faith commercially reasonable efforts to complete the work for each Component.
- Ensure all the work performed pursuant to the CA is: (a) performed in accordance with Applicable Laws; (b) undertaken in a commercially reasonable manner.
- Use reasonable efforts to cause any general contractor to warrant the work for a period of one year from the date of the completion of each Component.
- Require the general contractor for the Project to indemnify and hold harmless the Town.

- *Provide in its contract with the general contractor(s) that the Town is a third party beneficiary of the construction contract between the Developer and general contractor, and as such that the Town is entitled to enforce any rights set forth for the Developer's benefit and; the Town shall have the same rights and remedies that the other party has including without limitation, the right to be compensated for any loss, expense or damage, of any nature whatsoever, and attorney fees, incurred by the Town resulting from any breach of such contract, any breach of representations and warranties; Plan, organize, supervise, monitor, direct and control the work on the Project. This requirement recognizes that as part of the public private partnership, the Town remains the owner of the Property.*
- Employ adequate safety precautions.
- Provide Town with all reports, warranties, design documents and as-builts and assign all warranties to the Town.
- Upon request, allow Town reasonable access onto the Property while under construction for observation, inspection, monitoring and testing.
- Manage all licensed contractors working on the Project.

Article 15. Financial Terms.

- Financing of the Project. The Finance Plan for the Project required by Fla. Stat. § 255.069(9) is shown in **Exhibit F.**
- Fees, Expenses, Public Benefits, and Community Centered Incentives. In compliance with Fla. Stat. § 255.065 (7), the Developer projects that the Town will receive certain fees, lease payments, and/or service payments as set forth in Exhibit F.

❖ **Next Section - PROJECTED FEES LEASE PAYMENTS SERVICE PAYMENTS – EXHIBIT F**

- Project Review Fees. The Developer pays all costs and fees incurred by the Town staff, Town Attorney, or consultants retained by the Town to review the development plans and to prepare such Development Orders.
- Permit Fees. The Developer shall pay for all fees for permits and Government Approvals required for the expansion of the Marina.
- Project Assessment Fee. Subject to the Deed Restrictions and Reverter Clauses being removed or modified, the Developer agrees to pay the Town a one-time Assessment Fee of \$1,200,000.00 on the 1 year anniversary of the Effective Date of the Agreement.

EXHIBIT F

PROJECTED FEES LEASE PAYMENTS SERVICE PAYMENTS

(FINAL)

(HOTEL, RESTAURANT, MARINA, BOAT STORAGE)

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage										Year 10	
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
P3 Assessment			\$ 1,200,000.00								
Marina Lease Payment*				\$ 275,000.00	\$ 280,000.00	\$ 285,000.00	\$ 285,000.00	\$ 290,000.00	\$ 305,000.00	\$ 305,000.00	\$ 305,000.00
P3 Lease Payment											
Boat Storage Ad Valorem	0.0053474			\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41
Hotel Ad Valorem	0.0053474			\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,532.55
Marina Restaurant Ad Valorem	0.0053474			\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88
Marina Dock Expansion					\$ 25,500.00	\$ 51,000.00	\$ 51,510.00	\$ 52,025.10	\$ 52,545.35	\$ 53,070.80	\$ 53,601.51
Building Permits			\$ 765,000.00	\$ 56,250.00							
Additional State Sales Tax	TBD										
Mobility Fee	TBD										
New Lake Park Jobs	TBD										
Total Return per year		\$ -	\$ 1,965,000.00	\$ 534,451.20	\$ 514,797.24	\$ 551,576.15	\$ 558,553.44	\$ 570,729.84	\$ 593,111.23	\$ 600,703.66	\$ 608,513.36

Permit Values	
Hotel Building Permit	\$ 45,000,000.00
Boat Storage Building Permit	\$ 15,000,000.00
Marina Restaurant Permit	\$ 3,000,000.00
Total Permit Value	\$ 63,000,000.00

Assessed Values	
Hotel Assessed	\$ 20,000,000.00
Boat Storage Building Assessed	\$ 15,000,000.00
Marina Restaurant	\$ 3,000,000.00
Total Assessed Value	\$ 38,000,000.00

3% annual increase

Marina Expansion Estimate		
Added Dock Space	Slips	Ln Ft Avg.
2026	50	25
2027	50	25
Total	100	25
rate		\$17.00
1% annual increase		

10 year PROI	20 Year PROI	30 Year PROI	40 Year PROI	50 Year PROI
\$ 6,497,436.12	\$ 10,948,162.95	\$ 16,224,016.25	\$ 23,164,605.99	\$ 32,326,798.72
60 Year PROI	70 Year PROI	80 Year PROI	90 Year PROI	99 Year PROI
\$ 44,457,337.74	\$ 60,557,973.38	\$ 81,972,974.75	\$ 110,506,718.29	\$ 144,259,803.22



Year 20									
2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
\$ 305,000.00	\$ 305,000.00								
				\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70
\$ 101,608.89	\$ 104,657.16	\$ 107,796.88	\$ 111,030.78	\$ 114,361.71	\$ 117,792.56	\$ 121,326.33	\$ 124,966.12	\$ 128,715.11	\$ 132,576.56
\$ 135,478.53	\$ 139,542.88	\$ 143,729.17	\$ 148,041.04	\$ 152,482.28	\$ 157,056.74	\$ 161,768.45	\$ 166,621.50	\$ 171,620.14	\$ 176,768.75
\$ 20,321.78	\$ 20,931.43	\$ 21,559.38	\$ 22,206.16	\$ 22,872.34	\$ 23,558.51	\$ 24,265.27	\$ 24,993.22	\$ 25,743.02	\$ 26,515.31
\$ 54,137.53	\$ 54,678.90	\$ 55,225.69	\$ 55,777.95	\$ 56,335.73	\$ 56,899.09	\$ 57,468.08	\$ 58,042.76	\$ 58,623.18	\$ 59,209.42
\$ 616,546.73	\$ 624,810.38	\$ 328,311.11	\$ 337,055.93	\$ 396,052.05	\$ 406,806.90	\$ 417,873.12	\$ 429,259.96	\$ 440,976.90	\$ 453,033.74

Year 30									
2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
\$ 59,702.61	\$ 61,493.69	\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69	\$ 75,629.49	\$ 77,898.37
\$ 136,553.86	\$ 140,650.47	\$ 144,869.99	\$ 149,216.09	\$ 153,692.57	\$ 158,303.35	\$ 163,052.45	\$ 167,944.02	\$ 172,982.34	\$ 178,171.81
\$ 182,071.81	\$ 187,533.97	\$ 193,159.98	\$ 198,954.78	\$ 204,923.43	\$ 211,071.13	\$ 217,403.26	\$ 223,925.36	\$ 230,643.12	\$ 237,562.42
\$ 27,310.77	\$ 28,130.09	\$ 28,974.00	\$ 29,843.22	\$ 30,738.51	\$ 31,660.67	\$ 32,610.49	\$ 33,588.80	\$ 34,596.47	\$ 35,634.36
\$ 59,801.51	\$ 60,399.53	\$ 61,003.52	\$ 61,613.56	\$ 62,229.69	\$ 62,851.99	\$ 63,480.51	\$ 64,115.31	\$ 64,756.47	\$ 65,404.03
\$ 465,440.57	\$ 478,207.75	\$ 491,346.00	\$ 504,866.30	\$ 518,780.02	\$ 533,098.83	\$ 547,834.75	\$ 563,000.19	\$ 578,607.89	\$ 594,670.99

Year 40									
2053	2054	2055	2056	2057	2058	2059	2060	2061	2062
\$ 80,235.32	\$ 82,642.38	\$ 85,121.65	\$ 87,675.30	\$ 90,305.56	\$ 93,014.73	\$ 95,805.17	\$ 98,679.33	\$ 101,639.71	\$ 104,688.90
\$ 183,516.97	\$ 189,022.48	\$ 194,693.15	\$ 200,533.94	\$ 206,549.96	\$ 212,746.46	\$ 219,128.86	\$ 225,702.72	\$ 232,473.80	\$ 239,448.02
\$ 244,689.29	\$ 252,029.97	\$ 259,590.87	\$ 267,378.59	\$ 275,399.95	\$ 283,661.95	\$ 292,171.81	\$ 300,936.96	\$ 309,965.07	\$ 319,264.02
\$ 36,703.39	\$ 37,804.50	\$ 38,938.63	\$ 40,106.79	\$ 41,309.99	\$ 42,549.29	\$ 43,825.77	\$ 45,140.54	\$ 46,494.76	\$ 47,889.60
\$ 66,058.07	\$ 66,718.65	\$ 67,385.84	\$ 68,059.70	\$ 68,740.29	\$ 69,427.70	\$ 70,121.97	\$ 70,823.19	\$ 71,531.43	\$ 72,246.74
\$ 611,203.04	\$ 628,217.97	\$ 645,730.14	\$ 663,754.33	\$ 682,305.76	\$ 701,400.13	\$ 721,053.58	\$ 741,282.75	\$ 762,104.77	\$ 783,537.28



Year 50									
2063	2064	2065	2066	2067	2068	2069	2070	2071	2072
\$ 107,829.56	\$ 111,064.45	\$ 114,396.38	\$ 117,828.28	\$ 121,363.12	\$ 125,004.02	\$ 128,754.14	\$ 132,616.76	\$ 136,595.26	\$ 140,693.12
\$ 246,631.46	\$ 254,030.40	\$ 261,651.31	\$ 269,500.85	\$ 277,585.88	\$ 285,913.45	\$ 294,490.86	\$ 303,325.58	\$ 312,425.35	\$ 321,798.11
\$ 328,841.94	\$ 338,707.20	\$ 348,868.42	\$ 359,334.47	\$ 370,114.50	\$ 381,217.94	\$ 392,654.48	\$ 404,434.11	\$ 416,567.14	\$ 429,064.15
\$ 49,326.29	\$ 50,806.08	\$ 52,330.26	\$ 53,900.17	\$ 55,517.18	\$ 57,182.69	\$ 58,898.17	\$ 60,665.12	\$ 62,485.07	\$ 64,359.62
\$ 72,969.21	\$ 73,698.90	\$ 74,435.89	\$ 75,180.25	\$ 75,932.05	\$ 76,691.37	\$ 77,458.28	\$ 78,232.87	\$ 79,015.20	\$ 79,805.35
\$ 805,598.46	\$ 828,307.03	\$ 851,682.27	\$ 875,744.02	\$ 900,512.73	\$ 926,009.47	\$ 952,255.93	\$ 979,274.44	\$ 1,007,088.02	\$ 1,035,720.35



Year 60									
2073	2074	2075	2076	2077	2078	2079	2080	2081	2082
\$ 144,913.92	\$ 149,261.33	\$ 153,739.17	\$ 158,351.35	\$ 163,101.89	\$ 167,994.95	\$ 173,034.79	\$ 178,225.84	\$ 183,572.61	\$ 189,079.79
\$ 331,452.06	\$ 341,395.62	\$ 351,637.49	\$ 362,186.61	\$ 373,052.21	\$ 384,243.77	\$ 395,771.09	\$ 407,644.22	\$ 419,873.55	\$ 432,469.75
\$ 441,936.07	\$ 455,194.16	\$ 468,849.98	\$ 482,915.48	\$ 497,402.94	\$ 512,325.03	\$ 527,694.78	\$ 543,525.63	\$ 559,831.40	\$ 576,626.34
\$ 66,290.41	\$ 68,279.12	\$ 70,327.50	\$ 72,437.32	\$ 74,610.44	\$ 76,848.75	\$ 79,154.22	\$ 81,528.84	\$ 83,974.71	\$ 86,493.95
\$ 80,603.40	\$ 81,409.44	\$ 82,223.53	\$ 83,045.77	\$ 83,876.22	\$ 84,714.99	\$ 85,562.13	\$ 86,417.76	\$ 87,281.93	\$ 88,154.75
\$ 1,065,195.86	\$ 1,095,539.67	\$ 1,126,777.67	\$ 1,158,936.53	\$ 1,192,043.71	\$ 1,226,127.49	\$ 1,261,217.02	\$ 1,297,342.29	\$ 1,334,534.20	\$ 1,372,824.59

Year 70									
2083	2084	2085	2086	2087	2088	2089	2090	2091	2092
\$ 194,752.19	\$ 200,594.75	\$ 206,612.59	\$ 212,810.97	\$ 219,195.30	\$ 225,771.16	\$ 232,544.29	\$ 239,520.62	\$ 246,706.24	\$ 254,107.43
\$ 445,443.85	\$ 458,807.16	\$ 472,571.38	\$ 486,748.52	\$ 501,350.97	\$ 516,391.50	\$ 531,883.25	\$ 547,839.75	\$ 564,274.94	\$ 581,203.19
\$ 593,925.13	\$ 611,742.88	\$ 630,095.17	\$ 648,998.02	\$ 668,467.96	\$ 688,522.00	\$ 709,177.66	\$ 730,452.99	\$ 752,366.58	\$ 774,937.58
\$ 89,088.77	\$ 91,761.43	\$ 94,514.28	\$ 97,349.70	\$ 100,270.19	\$ 103,278.30	\$ 106,376.65	\$ 109,567.95	\$ 112,854.99	\$ 116,240.64
\$ 89,036.30	\$ 89,926.66	\$ 90,825.93	\$ 91,734.19	\$ 92,651.53	\$ 93,578.05	\$ 94,513.83	\$ 95,458.97	\$ 96,413.56	\$ 97,377.69
\$ 1,412,246.23	\$ 1,452,832.89	\$ 1,494,619.35	\$ 1,537,641.41	\$ 1,581,935.97	\$ 1,627,541.01	\$ 1,674,495.68	\$ 1,722,840.28	\$ 1,772,616.31	\$ 1,823,866.52

Year 80

2093	2094	2095	2096	2097	2098	2099	2100	2101	2102
\$ 261,730.65	\$ 269,582.57	\$ 277,670.05	\$ 286,000.15	\$ 294,580.16	\$ 303,417.56	\$ 312,520.09	\$ 321,895.69	\$ 331,552.56	\$ 341,499.14
\$ 598,639.28	\$ 616,598.46	\$ 635,096.41	\$ 654,149.31	\$ 673,773.78	\$ 693,987.00	\$ 714,806.61	\$ 736,250.81	\$ 758,338.33	\$ 781,088.48
\$ 798,185.71	\$ 822,131.28	\$ 846,795.22	\$ 872,199.07	\$ 898,365.05	\$ 925,316.00	\$ 953,075.48	\$ 981,667.74	\$ 1,011,117.77	\$ 1,041,451.31
\$ 119,727.86	\$ 123,319.69	\$ 127,019.28	\$ 130,829.86	\$ 134,754.76	\$ 138,797.40	\$ 142,961.32	\$ 147,250.16	\$ 151,667.67	\$ 156,217.70
\$ 98,351.47	\$ 99,334.98	\$ 100,328.33	\$ 101,331.62	\$ 102,344.93	\$ 103,368.38	\$ 104,402.06	\$ 105,446.09	\$ 106,500.55	\$ 107,565.55
\$ 1,876,634.97	\$ 1,930,966.99	\$ 1,986,909.30	\$ 2,044,510.01	\$ 2,103,818.68	\$ 2,164,886.34	\$ 2,227,765.56	\$ 2,292,510.49	\$ 2,359,176.88	\$ 2,427,822.17



									Year 90
2103	2104	2105	2106	2107	2108	2109	2110	2111	2112
\$ 351,744.11	\$ 362,296.43	\$ 373,165.33	\$ 384,360.29	\$ 395,891.10	\$ 407,767.83	\$ 420,000.86	\$ 432,600.89	\$ 445,578.92	\$ 458,946.28
\$ 804,521.14	\$ 828,656.77	\$ 853,516.47	\$ 879,121.97	\$ 905,495.63	\$ 932,660.49	\$ 960,640.31	\$ 989,459.52	\$ 1,019,143.30	\$ 1,049,717.60
\$ 1,072,694.85	\$ 1,104,875.69	\$ 1,138,021.96	\$ 1,172,162.62	\$ 1,207,327.50	\$ 1,243,547.33	\$ 1,280,853.75	\$ 1,319,279.36	\$ 1,358,857.74	\$ 1,399,623.47
\$ 160,904.23	\$ 165,731.35	\$ 170,703.29	\$ 175,824.39	\$ 181,099.13	\$ 186,532.10	\$ 192,128.06	\$ 197,891.90	\$ 203,828.66	\$ 209,943.52
\$ 108,641.21	\$ 109,727.62	\$ 110,824.90	\$ 111,933.14	\$ 113,052.48	\$ 114,183.00	\$ 115,324.83	\$ 116,478.08	\$ 117,642.86	\$ 118,819.29
\$ 2,498,505.53	\$ 2,571,287.87	\$ 2,646,231.95	\$ 2,723,402.41	\$ 2,802,865.82	\$ 2,884,690.75	\$ 2,968,947.81	\$ 3,055,709.75	\$ 3,145,051.48	\$ 3,237,050.17



Year 99									
2113	2114	2115	2116	2117	2118	2119	2120	2121	Through 2021
									\$ 1,200,000.00
									\$ 2,940,000.00
\$ 472,714.67	\$ 486,896.11	\$ 501,503.00	\$ 516,548.09	\$ 532,044.53	\$ 548,005.86	\$ 564,446.04	\$ 581,379.42	\$ 598,820.80	\$ 18,892,847.58
\$ 1,081,209.13	\$ 1,113,645.41	\$ 1,147,054.77	\$ 1,181,466.41	\$ 1,216,910.40	\$ 1,253,417.71	\$ 1,291,020.25	\$ 1,329,750.85	\$ 1,369,643.38	\$ 44,350,722.68
\$ 1,441,612.17	\$ 1,484,860.54	\$ 1,529,406.36	\$ 1,575,288.55	\$ 1,622,547.20	\$ 1,671,223.62	\$ 1,721,360.33	\$ 1,773,001.14	\$ 1,826,191.17	\$ 59,134,296.91
\$ 216,241.83	\$ 222,729.08	\$ 229,410.95	\$ 236,293.28	\$ 243,382.08	\$ 250,683.54	\$ 258,204.05	\$ 265,950.17	\$ 273,928.68	\$ 8,870,144.54
\$ 120,007.48	\$ 121,207.56	\$ 122,419.63	\$ 123,643.83	\$ 124,880.27	\$ 126,129.07	\$ 127,390.36	\$ 128,664.26	\$ 129,950.91	\$ 8,050,541.51
\$ 3,331,785.29	\$ 3,429,338.69	\$ 3,529,794.70	\$ 3,633,240.15	\$ 3,739,764.48	\$ 3,849,459.81	\$ 3,962,421.02	\$ 4,078,745.85	\$ 4,198,534.94	\$ 144,259,803.22
									\$ 143,438,553.22



- Component Assessment Fee. On the one-year anniversary of the issuance of a certificate of occupancy for the first Component of the Project, the Developer shall begin paying an annual marina fee \$75,000.00 to the Town for each of the 4 Components.
- Marina Expansion. Upon the completion of the Marina expansion, the Developer shall pay the Town a certain portion of the rental amounts collected by Developer based upon the additional revenue the Developer earns from the new wet slips.

Article 18. Indemnification. The Developer agrees to indemnify and hold the Town, its former and current elected and appointed officials, agents, consultants and employees harmless, to the fullest extent permitted by law.

Article 22. Restrictions on Transfer and Assignment of Agreement. Developer represents and agrees that it shall not cause or effectuate any Transfer without the approval of the Town Commission, not to be unreasonably withheld.

Article 23. Ownership and Control of Developer. Developer shall not substitute the key principal of Developer, Peter Baytarian, without the prior approval of the Town.

EXHIBIT E

FINANCE PLAN (FINAL)

P3 Finance Plan

(to be included as an exhibit to the Comprehensive Agreement)

In accordance with Florida Statute 255.065, Forest Development P3 LPM, LLC (the “**Developer**”) proposes a financing plan for the four Components as follows:

1. Each component will have a standalone proforma that includes all expected construction and development costs with a corresponding sources of funds section. The costs anticipated include professional fees, construction costs, permit fees, insurance, startup costs, and typical new development costs.
2. The sources of funds section for each of the four (4) components will be comprised as follows:
 - a. 10% - 20% owner equity. The owner’s equity will be made up of funds contributed by the Developer.
 - b. Financing or equity participation provided from either:
 - i) An institutional bank lender;
 - ii) A debt fund; or
 - iii) Commercial Property Assessed Clean Energy, issuing bonds, a private or public equity source.

3. During the development and construction of each component, these proformas will provide all of the funds necessary to complete each component.
4. Subsequent to the construction of each component, an operational proforma will be developed that will similarly consist of a sources and uses analysis. These operational proforma's will identify the income expected from that component with corresponding operation and debt expenses identified resulting in a positive cash flow including the internal rate of return on the private investment for each component.
5. All of the proformas for each of the components will include any legally permissible funding sources.

The "public return on investment" (the "PROI") analysis is included as a Comprehensive Agreement exhibit, which summarizes the return on investment to the Town of Lake Park over the course of the 99-year lease agreement.

Presented by:

Thomas J. Baird, Esq.
Jones Foster
4741 Military Trail, Suite 200
Jupiter, FL 33458



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023

Originating Department: Public Works

Agenda Title: Authorizing and Directing the Mayor to Execute an Agreement with Janice M. Riley, Inc., d/b/a The Paving Lady, for the Provision of Maintenance and Repair Services for Town Streets, Roads, and Facilities.

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov,
c=US
Date: 2023.06.29 11:51:41 -04'00' **Date:** _____

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

Account Number: N/A **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.06.28 11:59:48 -04'00'

Advertised: N/A

Date: _____ **Newspaper:** _____

Attachments: 1. Agenda Request Form (ARF)
2. Resolution: _____
3. Agreement between the Town and Janice M. Riley, Inc., d/b/a The Paving Lady
4. Executed Agreement between the City of Aventura and Janice M. Riley, Inc., d/b/a The Paving Lady

Please initial one:

Yes, I have notified everyone

MP

Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park is responsible for planning, constructing, operating, and maintaining its streets, roads, and sidewalks and previously determined a need for a contractor to provide repair and construction services to maintain and improve the Town's transportation and mobility infrastructure.

Approval of the proposed cooperative purchase agreement (**Attachment 3**) will allow the Town to establish a more responsive and dependable street, road, and sidewalk maintenance service under a single, flexible contract that was publicly and competitively solicited by the City of Aventura, Florida, and awarded to Janice M. Riley, Inc., d/b/a The Paving Lady (Contractor) (**Attachment 4**), to provide the City with maintenance and repair services for its streets, roads, and facilities.

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

Moreover, the Contractor is willing to extend the same advantageous terms and conditions found within the City of Aventura Agreement to the Town of Lake Park.

Furthermore, the proposed Agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for the purpose of maintaining, repairing, and preserving pavements on Town-owned roadways. The total approved budget for street and road pavements maintenance during FY22-23 is \$280,000.00.

Town Staff envisions utilizing the Agreement to begin implementing recommendations associated with the Pavements Condition Study and a Five-Year Road Work Plan, which were previously presented to the Town Commission for input prior. Individual work authorizations under this agreement will be presented for approval, if required, later.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 45-07-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH JANICE M. RILEY, INC., D/B/A THE PAVING LADY, FOR MAINTENANCE AND REPAIR SERVICES FOR TOWN STREETS AND FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

Section 1. The foregoing recitals are incorporated herein.

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

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

AGREEMENT FOR MAINTENANCE AND REPAIR OF STREETS AND FACILITIES.

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

WITNESSETH THAT

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, 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 _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

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

By: Mauro Comuzzi

Its: President
MAURO COMUZZI

Printed

P:\DOCS\26508\00001\DOC\2859519.DOCX



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

VIA EMAIL: mauro@pavinglady.com

HOWARD S. WEINBERG, ESQ.
MAYOR

COMMISSIONERS
AMIT BLOOM
RACHEL S. FRIEDLAND, ESQ.
BILLY JOEL
PAUL A. KRUSS
DR. LINDA MARKS
MICHAEL STERN

RONALD J. WASSON
CITY MANAGER

January 26th, 2023

Mr. Mauro Comuzzi
President
Janice M Riley, Inc.
DBA The Paving Lady
1000 West Industrial Avenue
Boynton Beach, FL 33426

Re: Agreement for City of Aventura Maintenance and Repair for the City Roads, Streets and Facilities – Resolution No. 2022-54

Dear Mr. Comuzzi:

As you are aware, on Tuesday, September 13, 2022, the City Commission adopted a resolution awarding a multi-vendor contract and authorizing an agreement between the City of Aventura (City) and Metro Express, Inc., and Janice M Riley Inc., dba The Paving Lady for City of Aventura for Maintenance and Repair Work for City Roads, Streets and Facilities under Bid number 22-08-11-3. As a result, print two (2) copies of an agreement pursuant to the award and requirements of the Bid to sign.

Please execute all two (2) copies of the agreement and return them to me for the City's execution. Please note that the effective date for commencement of this agreement is September 13, 2022. In addition, as required by the Bid and your submittal, please provide the following documents along with the executed agreements:

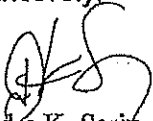
1. An annual payment and performance bond in the amount of \$50,000.00 from a surety company, meeting the requirements of Section 00612 and Section 00614 and Certificates of Insurance.

Please forward all of the above documents to me as soon as possible. Upon my review for completeness and accuracy, I will forward the agreements to the City Manager for his execution. One (1) fully-executed copy of the agreement will be returned to you for your records.

As per the contract, the City reserves the right in the event that the contractor cannot provide an item(s) or service(s) in a timely manner as requested, that the City reserves the right to seek and obtain other sources without thereby violating the intent of the contract.

If you should have any questions regarding this letter, please call me at (305) 466-8925.

Sincerely,



Indra K. Sarju, CPPB
Purchasing Agent

cc: Joseph Kroll, Public Works/Transportation Director
Ronald J. Wasson, City Manager

SECTION 00510
NOTICE OF AWARD

TO: Mauro Comuzzi
President
Janice M Riley, Inc.
DBA The Paving Lady
1000 West Industrial Avenue
Boynton Beach, FL 33426

January 26, 2023

PROJECT DESCRIPTION: City of Aventura Maintenance and Repair Work for City Roads, Streets and Facilities; Bid No. 22-08-11-3, Resolution No. 2022-54, in accordance Contract Documents as prepared by Kimley-Horn and Associates, Inc.

The CITY has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for City of Aventura Maintenance and Repair for City Roads, Streets and Facilities; Bid No. 22-08-11-3, Resolution No. 2022-54, based on the attached Schedule of Values.

You are required by the Instruction to BIDDER(s) to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____



TITLE: CITY MANAGER

Dated this 26 day of January, 2023.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Janice M. Riley Inc dba The Paving Lady

On this 5th day of March, 2023

BY: Mauro Comuzzi MAURO COMUZZI

TITLE: President

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION

AGREEMENT

AGREEMENT

SECTION 00526

AGREEMENT

THIS AGREEMENT, made and entered into on this 13th day of September, 2022, by and between **Janice M Riley, Inc., DBA The Paving Lady**; Party of the First Part, and The **City of Aventura**, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained here:

Advertisements For Bids	Section	00100
Instruction To Bidder	Section	00210
Bid Form	Section	00410
Award Preference for Identical Tie Bids	Section	00420
Bidder Qualification Statement	Section	00450
Non - Collusion Affidavit	Section	00454
Sworn Statement Pursuant To Florida Statutes On Public Crimes	Section	00456
Notice Of Award	Section	00510
Agreement	Section	00526
Payment Bond	Section	00612
Performance Bond	Section	00614
OSHA Acknowledgment	Section	00620
General Conditions	Section	00710
Supplementary Conditions	Section	00810

Technical Specifications

Sections

01000 to 02930

Supplementary Technical Specifications

As Referred To:

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement in accordance with the unit pricing provided in the Bid Form in lawful money of the United States.:
4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. In the event that the Contractor shall fail to complete the Work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of One Thousand and 00/100 Dollars (\$1000.00) per day, plus any monies paid by the City to the Consultant for additional engineering and inspection services associated with such delay.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
8. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

[Signature]
Troyan Farris

CONTRACTOR:

Janice M. Riley Int
dba The Paving Lady

BY:

[Signature]

NAME:

MAURO COMVERI

TITLE:

President



OWNER: City of Aventura

BY:

[Signature]

NAME:

Ronald J. Wasson

TITLE:

CITY MANAGER

AUTHENTICATION:

BY:

[Signature]

NAME: *Ellisa L. Horvath*

TITLE: CITY CLERK

APPROVED AS TO FORM:

BY:

[Signature]

NAME: *Robert Meyers*

TITLE: CITY ATTORNEY

END OF SECTION

BONDS and CERTIFICATES

Bond No.: 602-136552-6

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, **Janice M Riley, Inc. dba The Paving Lady, Inc.**, as Principal, hereinafter called Contractor, and United States Fire Insurance Company, as Surety, are bound to the City of Aventura, Florida, as Oblige, hereinafter called City, in the amount of Fifty thousand and zero cents Dollars (\$ 50,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: 22-08-11-3, Resolution No. 2022-54, awarded on the 13th of September, 2022, with City of Aventura for City of Aventura Maintenance and Repair Work for City Roads, Streets and Facilities, in accordance with drawings (plans) and specifications prepared by Kimley-Horn and Associates, Inc. which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
 - 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05, FLORIDA STATUTES.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 06 day of March, 20 23.

WITNESS:

JANICE M. RILEY INC d/b/a THE PAVING LADY

(Name of Corporation)

By: Mauro Comuzzi

(Signature and Title)

MAURO COMUZZI President

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: United States Fire Insurance Company

By: James Murphy

*Agent and Attorney-in-Fact

Address: _____

(Street) 305 Madison Avenue

(City/State/Zip Code) Morristown, New Jersey 07960

Telephone No.: (973) 490.6600

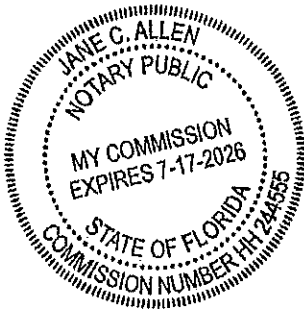
* (Power of Attorney must be attached)

State of FloridaCounty of Palm Beach

On this, the 6 day of March, 20 23, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Maura Comuzzi (name of corporate officer), President (title), of The Living Lady (name of corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal



Jane C. Allen
 Notary Public, State of Florida
Jane C. Allen

Printed, typed or stamped name of Notary Public exactly as commissioned

☒ Personally known to me, or

☐ Produced identification:

 (type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

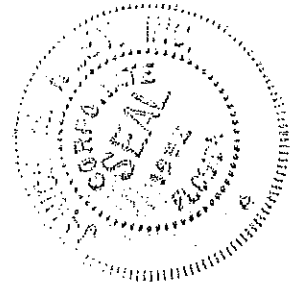
I, MAURO COMUZZI, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that MAURO COMUZZI, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL) *Mauro Comuzzi*

Jenice M. Riley Inc dba The Paving Lady

(Name of Corporation)

END OF SECTION



Bond No.: 602-136552-6

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, **Janice M Riley, Inc. dba The Paving Lady, Inc.**, as Principal, hereinafter called Contractor, and United States Fire Insurance Company, as Surety, are bound to the **City of Aventura, Florida**, as Obligee, hereinafter called City, in the amount of Fifty thousand and zero cents Dollars (\$ 50,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: 22-08-11-3, Resolution No. 2022-54, awarded on the 13th day of September, 2022, with City of Aventura for the **City of Aventura Maintenance and Repair Work for City Roads, Streets and Facilities**; in accordance with drawings (plans) and specifications prepared by Kimley-Horn and Associates, Inc. which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of City of Aventura Maintenance and Repair Work for City Roads, Streets and Facilities, Bid No. 22-08-11-3 within the specified number of calendar days for each individual work item after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within one and one half (1 and 1/2) year, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a

Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 06 day of March, 20 23.

WITNESSES:

JANICE M. RILEY INC d/b/a THE PAVING LADY
(Name of Corporation)

By: [Signature] President
(Signature and Title)

MAURO COMUZZI President
(Types Name and Title signed above)

[Signature]
Secretary
(CORPORATE SEAL)

IN THE PRESENCE OF:

Jamlen Neil

Layne Holmes

INSURANCE COMPANY: United States Fire Insurance Company

By: James Murphy [Signature]

*(Agent and Attorney-in-Fact)

Address: _____

(Street) 305 Madison Avenue

Morristown, New Jersey 07960

City/State/Zip Code

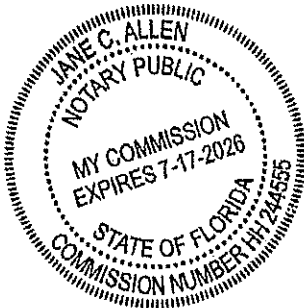
Telephone No.: (973) 490.6600

* (Power of Attorney must be attached)

State of FloridaCounty of Alm Beach

On this, the 16 day of March, 20 23, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Maurice Comuzzi (name of corporate officer), President (title), of The Paving Lady (name of corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal



Jane C. Allen
Notary Public, State of Florida

Jane C. Allen
Printed, typed or stamped name of Notary Public
exactly as commissioned

- ☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

- ☐ Did take an oath, or
☒ Did not take an oath

Bonded by: Budget Notary Services

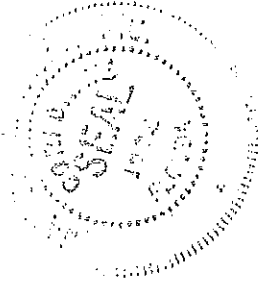
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, MAURO COMUZZI, certify that I am the secretary of the corporation named as principal in the foregoing Performance Bond; that MAURO COMUZZI, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL) *Mauro Comuzzi*

Touice M. Kiley Inc dba The Pavings Lady.
(Name of Corporation)

END OF SECTION



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

24178429923

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

Michael A. Holmes, James Murphy, Layne Holmes

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

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

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

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

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 06 day of March 20 23.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

SECTION 00410

SCHEDULE OF VALUES

GENERAL REQUIREMENTS

Item	Estimated Quantity	Description	Unit	Percentage of Total Project
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GENERAL CONDITIONS AND MOBILIZATION

1	1	GENERAL CONDITIONS AND MOBILIZATION COSTS FOR JOBS TOTALING \$2,499 OR LESS	LS	75 %
2	1	GENERAL CONDITIONS AND MOBILIZATION COSTS FOR JOBS RANGING FROM \$2,500 - \$4,999	LS	55 %
3	1	GENERAL CONDITIONS AND MOBILIZATION COSTS FOR JOBS RANGING FROM \$5,000 - \$24,999	LS	35 %
4	1	GENERAL CONDITIONS AND MOBILIZATION COSTS FOR JOBS TOTALING \$25,000 OR MORE	LS	15 %

Item	Estimated Quantity	Description	Unit	Unit Price	Extended Cost
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MAINTENANCE OF TRAFFIC

5	1	FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT WIDE TRAFFIC LANE – DAILY RATE	EA	\$1,500.00	\$1,500.00
6	1	FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT WIDE TRAFFIC LANE – WEEKLY RATE	EA	\$4,200.00	\$4,200.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

7	10	TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 14 DAYS	EA	\$ 24.00	\$ 240.00
8	10	TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 30 DAYS	EA	\$ 35.00	\$ 350.00
9	10	TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 14 DAYS	EA	\$ 21.00	\$ 210.00
10	10	TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 30 DAYS	EA	\$ 35.00	\$ 350.00
11	10	TYPE III BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 14 DAYS	EA	\$ 34.00	\$ 340.00
12	10	TYPE III BARRICADE PER FDOT STANDARD INDEX NO. 600 – PROVIDE FOR PROJECT DURATION UP TO 30 DAYS	EA	\$ 45.00	\$ 450.00
13	25	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER WALL – PROVIDE FOR PROJECT DURATION UP TO 14 DAYS	LF	\$ 300.00	\$ 7,500.00
14	25	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER WALL – PROVIDE FOR PROJECT DURATION UP TO 30 DAYS	LF	\$ 450.00	\$ 11,250.00
15	25	FURNISH AND INSTALL TEMPORARY PLASTIC (WATER FILLED) BARRIER WALL, 42" HIGH – PROVIDE FOR PROJECT DURATION UP TO 14 DAYS	LF	\$ 75.00	\$ 1,875.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

16	25	FURNISH AND INSTALL TEMPORARY PLASTIC (WATER FILLED) BARRIER WALL, 42" HIGH – PROVIDE FOR PROJECT DURATION UP TO 30 DAYS	LF	\$95.00	\$2,375.00
17	1	PORTABLE 6 KW TOWER LIGHT (INCLUDING POWER SOURCE AS REQUIRED) – DAILY RATE	EA	\$600.00	\$600.00
18	1	PORTABLE 6 KW TOWER LIGHT (INCLUDING POWER SOURCE AS REQUIRED) – WEEKLY RATE	EA	\$1,000.00	\$1,000.00
19	1	PORTABLE 6 KW TOWER LIGHT (INCLUDING POWER SOURCE AS REQUIRED) – MONTHLY RATE	EA	\$1,200.00	\$1,200.00
<u>STORMWATER POLLUTION PREVENTION</u>					
20	100	FURNISH AND INSTALL SILT FENCE	LF	\$14.00	\$1,400.00
21	5	FURNISH AND INSTALL INLET SEDIMENT CONTROL DEVICE	EA	\$500.00	\$2,500.00
22	1	FURNISH AND INSTALL TRUCK GRAVEL CONSTRUCTION ENTRANCE (MIN. LENGTH = 30')	EA	\$6,000.00	\$6,000.00
23	32	32 LANE MILE STREET SWEEPING	LM	\$58.00	\$1,856.00
24	1	PER LANE MILE STREET SWEEPING	LM	\$58.00	\$58.00
<u>EARTHWORK AND SITE RESTORATION</u>					
25	0.1	<u>CLEARING AND GRUBBING</u>	AC	\$25,000.00	\$2,500.00
26	50	<u>REMOVE AND DISPOSE OF UNSUITABLE MATERIAL</u>	CY	\$57.50	\$2,875.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

27	50	<u>IMPORT SUITABLE FILL MATERIAL – IN-PLACE</u>	CY	\$ 52.00	\$ 2,600.00
28	100	FURNISH AND INSTALL ST. AUGUSTINE OR LIKE KIND SOD	SY	\$ 27.00	\$ 2,700.00
29	100	FURNISH AND INSTALL BAHIA SOD	SY	\$ 32.00	\$ 3,200.00
30	100	SWALE RESTORATION (UP TO 12" DEEP W/IV:4H SLOPES OR FLATTER)	SY	\$ 150.00	\$ 15,000.00
<u>PAVING AND CONCRETE</u>					
31	100	12" STABILIZED SUBGRADE (MIN. LBR OF 40)	SY	\$ 15.00	\$ 1,500.00
32	100	6" LIMEROCK BASE (MIN. LBR OF 95), INCLUDING PRIME COAT	SY	\$ 35.00	\$ 3,500.00
33	100	EACH ADDITIONAL 2" LIMEROCK BASE (MIN. LBR OF 95), INCLUDING PRIME COAT	SY	\$ 8.00	\$ 800.00
34	1	1" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 0-60 TON	TN	\$ 300.00	\$ 300.00
35	1	1" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 61-150 TON	TN	\$ 190.00	\$ 190.00
36	1	1" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 151-250 TON	TN	\$ 165.00	\$ 165.00
37	1	1" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 250 + TON	TN	\$ 160.00	\$ 160.00
38	1	1 1/2" ASPHALT TYPE SP-12.5, INCLUDING TACK COAT	TN	\$ 300.00	\$ 300.00
39	1	1 1/2" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 61-150 TON	TN	\$ 190.00	\$ 190.00
40	1	1 1/2" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 151-250 TON	TN	\$ 165.00	\$ 165.00
41	1	1 1/2" ASPHALT TYPE SP-9.5, INCLUDING TACK COAT 250 + TON	TN	\$ 160.00	\$ 160.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

42	1	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH) 0 – 2,500	SY	\$19.50	\$ 19.50
43	1	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH) 2,501 – 5,000	SY	\$ 4.00	\$ 4.00
44	1	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH) 5,001 – 7,500	SY	\$3.50	\$3.50
45	1	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH) 7,501 – 10,000	SY	\$3.45	\$ 3.45
46	1	MILL EXISTING PAVEMENT (1" AVERAGE DEPTH) 10,000 PLUS	SY	\$2.80	\$ 2.80
47	1	PREMIUM SEALCOAT (UP TO 5,000 SF) POLYTAR HEAVY DUTY PAVEMENT SEALER (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S (GEMSEAL) SPECIFICATIONS	SF	\$0.375	\$ 0.375
48	1	PREMIUM SEALCOAT (5,000 SF – 10,000 SF) POLYTAR HEAVY DUTY PAVEMENT SEALER (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S (GEMSEAL) SPECIFICATIONS	SF	\$ 0.32	\$ 0.32
49	1	PREMIUM SEALCOAT (10,000 SF – 20,000 SF) POLYTAR HEAVY DUTY PAVEMENT SEALER (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S (GEMSEAL) SPECIFICATIONS	SF	\$ 0.28	\$ 0.28
50	1	PREMIUM SEALCOAT (20,000 SF – 50,000 SF) POLYTAR HEAVY DUTY PAVEMENT SEALER (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S (GEMSEAL) SPECIFICATIONS	SF	\$ 0.24	\$ 0.24
51	1	PREMIUM SEALCOAT (50,000 SF OR GREATER) POLYTAR HEAVY DUTY PAVEMENT SEALER (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S (GEMSEAL) SPECIFICATIONS	SF	\$ 0.19	\$ 0.19

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

52	100	REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT (UP TO 4")	SY	\$11.00	\$11,000.00
53	100	REMOVE AND DISPOSE OF EXISTING CONCRETE (UP TO 6")	SY	\$44.00	\$4,400.00
54	100	REMOVE AND DISPOSE OF EXISTING TYPE "D" CONCRETE CURB	LF	\$11.00	\$1,100.00
55	100	REMOVE AND DISPOSE OF EXISTING TYPE "F" CONCRETE CURB AND GUTTER OR CONCRETE VALLEY GUTTER	LF	\$11.00	\$1,100.00
56	25	PAVEMENT RESTORATION (UP TO 18" LIMEROCK, 2" ASPHALT)	SY	\$93.00	\$2,325.00
57	25	TYPE "F" CURB & GUTTER, INCLUDING 4" LIMEROCK PAD	LF	\$60.00	\$1,500.00
58	25	TYPE "D" CURB	LF	\$25.00	\$625.00
59	25	8' WIDE ASPHALT EXERCISE PATH W/ 6" LIMEROCK BASE (MIN. LBR OF 100)	LF	\$85.00	\$2,125.00
60	100	4" CONCRETE SIDEWALK (MIN. 3,000 PSI) W/ COMPACTED SUBGRADE	SY	\$85.00	\$8,500.00
61	100	6" CONCRETE SIDEWALK (MIN. 3,000 PSI) W/ COMPACTED SUBGRADE	SY	\$95.00	\$9,500.00
62	100	REMOVE AND REPLACE EXISTING 6" STAMPED CONCRETE (min. 3,000 psi) w/ compacted subgrade	SY	\$175.00	\$17,500.00
63	1	POT HOLE REPAIR – UP TO 70 SQUARE FEET (SAWCUT AND REMOVE EXISTING ASPHALT, COMPACT BASE AND APPLY TACK TO PERIMETER OF PATCHES, INSTALL 2" ASPHALT, COMPACT W/VIBRATORY ROLLER,	SF	\$98.00	\$98.00
64	1	POT HOLE REPAIR – 71 TO 250 SQUARE FEET (SAWCUT AND REMOVE EXISTING ASPHALT,	SF	\$25.00	\$25.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

		COMPACT BASE AND APPLY TACK TO PERIMETER OF PATCHES, INSTALL 2" ASPHALT, COMPACT W/VIBRATORY ROLLER,			
65	1	POT HOLE REPAIR – 151 TO 250 SQUARE FEET (SAWCUT AND REMOVE EXISTING ASPHALT, COMPACT BASE AND APPLY TACK TO PERIMETER OF PATCHES, INSTALL 2" ASPHALT, COMPACT W/VIBRATORY ROLLER,	SF	\$ 12.50	\$ 12.50
66	1	POT HOLE REPAIR – 251 + SQUARE FEET (SAWCUT AND REMOVE EXISTING ASPHALT, COMPACT BASE AND APPLY TACK TO PERIMETER OF PATCHES, INSTALL 2" ASPHALT, COMPACT W/VIBRATORY ROLLER,	SF	\$ 10.00	\$ 10.00
67	1	POT HOLE REPAIR – EACH ADDITIONAL 10 SQUARE FEET	LS	\$ 270.00	\$ 270.00
68	25	BRICK PAVERS (MIN. 3 1/8" THICK) ON 1/4" SAND BED	SY	\$ 120.00	\$ 3,000.00
69	100	REMOVE AND REPLACE EXISTING BRICK PAVERS	SY	\$ 125.00	\$ 12,500.00
70	100	REMOVE AND REPLACE EXISTING HEADER CURB (UP TO 12" X 12")	LF	\$ 50.00	\$ 5,000.00
71	100	INSTALL NEW 8" X 12" HEADER CURB (MIN. 4,000 PSI)	LF	\$ 45.00	\$ 4,500.00
72	1	ACCESSIBLE RAMPS (CONCRETE) W/ EMBEDDED DETECTABLE WARNING SURFACE	EA	\$ 3,500.00	\$ 3,500.00
73	8	FURNISH AND INSTALL DETECTABLE WARNING (CAST-IN- PLACE MAT)	SF	\$ 55.00	\$ 440.00
74	8	FURNISH AND INSTALL DETECTABLE WARNING (SURFACE APPLIED MAT)	SF	\$ 40.00	\$ 320.00
75	25	FURNISH AND INSTALL GUARDRAIL PER FDOT STANDARD INDEX NO.	LF	\$ 250.00	\$ 6,250.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

400

76	2	FURNISH AND INSTALL GUARDRAIL END ANCHORAGE ASSEMBLY PER FDOT STANDARD INDEX NO. 400	EA	\$4,250.00	\$8,500.00
77	25	FURNISH AND INSTALL PEDESTRIAN HANDRAIL PER FDOT STANDARD INDEX NO. 870	LF	\$175.00	\$4,375.00
78	50	FURNISH AND INSTALL 6' HIGH TEMPORARY CHAIN LINK FENCING	LF	\$60.00	\$3,000.00
79	50	FURNISH AND INSTALL 4' HIGH ORANGE CONSTRUCTION FENCE	LF	\$10.00	\$500.00
80	50	FLOWABLE FILL	CY	\$425.00	\$21,250.00
81	1	CONCRETE WHEEL STOPS - INSTALLED	EA	\$75.00	\$75.00

STORM DRAINAGE

82	25	PIPE CULVERT- 12" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$715.00	\$17,875.00
83	25	PIPE CULVERT- 15" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$725.00	\$18,125.00
84	25	PIPE CULVERT- 15" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$735.00	\$18,375.00
85	25	PIPE CULVERT- 18" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$745.00	\$18,625.00
86	25	PIPE CULVERT- 18" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$755.00	\$18,875.00

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3

87	25	PIPE CULVERT- 24" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$765.00	\$19,125.00
88	25	PIPE CULVERT- 24" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$775.00	\$19,375.00
89	25	PIPE CULVERT- 30" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$785.00	\$19,625.00
90	25	PIPE CULVERT- 30" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$795.00	\$19,875.00
91	25	PIPE CULVERT- 36" DIAMETER HDPE (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$805.00	\$20,125.00
92	25	PIPE CULVERT- 36" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$815.00	\$20,375.00
93	25	PIPE CULVERT- 42" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$825.00	\$20,625.00
94	25	PIPE CULVERT- 48" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$1,100.00	\$27,500.00
95	25	PIPE CULVERT- 54" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$1,200.00	\$30,000.00
96	25	PIPE CULVERT- 60" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$1,300.00	\$32,500.00

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City of Aventura Bid No. 22-08-11-3

97	25	PIPE CULVERT- 72" DIAMETER RCP (INSTALLATION INCLUDES ALL BEDDING, SHORING, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 1,400.00	\$ 35,000.00
98	1	CONSTRUCT NEW DRAINAGE WELL (6'X12' STRUCTURE) (BOX ONLY)	EA	\$ 120,000.00	\$ 120,000.00
99	1	DRILL DRAINAGE WELL (UP TO 150' DEPTH) W/ 24" STEEL CASING (WELL ONLY)	EA	\$64,125.00	\$ 64,125.00
100	1	RE-DRILL EXISTING DRAINAGE WELL (UP TO 150' DEPTH)	EA	\$50,000.00	\$ 50,000.00
101	25	4' X 4' EXFILTRATION TRENCH WITH 15" SLOTTED RCP	LF	\$795.00	\$ 19,875.00
102	25	4' X 6' EXFILTRATION TRENCH WITH 15" SLOTTED RCP	LF	\$890.00	\$ 22,250.00
103	1	12" ADS DRAIN BASIN	EA	\$ 2,000.00	\$ 2,000.00
104	1	15" ADS DRAIN BASIN	EA	\$2,500.00	\$ 2,500.00
105	1	18" ADS DRAIN BASIN	EA	\$ 3,000.00	\$ 3,000.00
106	1	24" ADS DRAIN BASIN	EA	\$ 3,500.00	\$ 3,500.00
107	1	DRAINAGE INLET (TYPE C – 24" X 36")	EA	\$ 23,250.00	\$ 23,250.00
108	1	DRAINAGE INLET (TYPE C-4 – 48" ROUND)	EA	\$ 24,000.00	\$ 24,000.00
109	1	DRAINAGE INLET (TYPE C-5 – 60" ROUND)	EA	\$ 25,250.00	\$ 25,250.00
110	1	DRAINAGE INLET (TYPE C-6 – 72" ROUND)	EA	\$ 26,375.00	\$ 26,375.00
111	1	STORM MANHOLE (TYPE M-4 – 48" ROUND)	EA	\$ 23,812.50	\$ 23,812.50

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112	1	STORM MANHOLE (TYPE M-5 – 60" ROUND)	EA	\$ 24,885.00	\$ 24,885.00
113	1	STORM MANHOLE (TYPE M-6 – 72" ROUND)	EA	\$ 48,375.00	\$ 48,375.00
114	1	STORM MANHOLE (TYPE M-8 – 96" ROUND)	EA	\$ 62,500.00	\$ 62,500.00
115	1	STORM MANHOLE (TYPE M-10 – 120" ROUND)	EA	\$ 112,937.50	\$ 112,937.50
116	25	15" CAST-IN-PLACE PIPE LINER	LF	\$ 450.00	\$ 11,250.00
117	25	18" CAST-IN-PLACE PIPE LINER	LF	\$ 500.00	\$ 12,500.00
118	25	24" CAST-IN-PLACE PIPE LINER	LF	\$ 550.00	\$ 13,750.00
119	25	30" CAST-IN-PLACE PIPE LINER	LF	\$ 600.00	\$ 15,000.00
120	25	36" CAST-IN-PLACE PIPE LINER	LF	\$ 650.00	\$ 16,250.00
121	25	42" CAST-IN-PLACE PIPE LINER	LF	\$ 700.00	\$ 17,500.00
122	25	48" CAST-IN-PLACE PIPE LINER	LF	\$ 750.00	\$ 18,750.00
123	1	CORE-DRILL & CONNECT TO EXISTING DRAINAGE STRUCTURE	EA	\$ 18,000.00	\$ 18,000.00
124	100	WELL CLEANING – 24" WELL CASING UP TO 100 FEET, INCLUDING PROPER DISPOSAL OF ALL MATERIAL	LF	\$ 350.00	\$ 35,000.00
125	1	BASIN CLEANING, INCLUDING PROPER DISPOSAL OF ALL MATERIAL (INCLUDES INSTALLATION OF PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	EA	\$ 9,062.50	\$ 9,062.50
126	1	MANHOLE CLEANING, INCLUDING PROPER DISPOSAL OF ALL MATERIAL (INCLUDES INSTALLATION OF PLUGS,	EA	\$ 9,787.50	\$ 9,787.50

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PUMPS, ETC. AS NECESSARY TO
PROVIDE WORK)

127	50	CCTV VIDEO INSPECTION OF EXISTING PIPE/CULVERT, INCLUDING WRITTEN REPORT (INCLUDES INSTALLATION OF PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 68.75	\$ 3,437.50
128	1	INSTALL 15" PLUG – 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 1,500.00	\$ 1,500.00
129	1	INSTALL 18" PLUG – 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 1,900.00	\$ 1,900.00
130	1	INSTALL 24" PLUG – 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 2,300.00	\$ 2,300.00
131	1	INSTALL PLUG GREATER THAN 24" – 24 HOUR RATE, INCLUDES REMOVAL	EA	\$ 2,700.00	\$ 2,700.00
132	50	CLEAN EXISTING 15" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	EA	\$ 187.50	\$ 9,375.00
133	50	CLEAN EXISTING 18" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 200.00	\$ 10,000.00
134	50	CLEAN EXISTING 24" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 215.00	\$ 10,750.00
135	50	CLEAN EXISTING 30" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 230.00	\$ 11,500.00
136	50	CLEAN EXISTING 36" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 250.00	\$ 12,500.00
137	50	CLEAN EXISTING 42" CULVERT (INCLUDES PROPER DISPOSAL OF ALL	LF	\$ 375.00	\$ 18,750.00

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		MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)			
138	50	CLEAN EXISTING 48" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 400.00	\$ 20,000.00
139	50	CLEAN EXISTING 54" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 425.00	\$ 21,250.00
140	50	CLEAN EXISTING 60" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 450.00	\$ 22,500.00
141	50	CLEAN EXISTING 72" CULVERT (INCLUDES PROPER DISPOSAL OF ALL MATERIAL, PLUGS, PUMPS, ETC. AS NECESSARY TO PROVIDE WORK)	LF	\$ 475.00	\$ 23,750.00
142	1	PROVIDE 2" PUMP WITH DISCHARGE LINE -- 24-HOUR RATE	EA	\$ 2,000.00	\$ 2,000.00
143	1	PROVIDE 2" PUMP WITH DISCHARGE LINE -- WEEKLY RATE	EA	\$ 2,500.00	\$ 2,500.00
144	1	PROVIDE 2" PUMP WITH DISCHARGE LINE -- MONTHLY RATE	EA	\$ 6,500.00	\$ 6,500.00
145	1	PROVIDE 4" PUMP WITH DISCHARGE LINE -- 24-HOUR RATE	EA	\$ 2,500.00	\$ 2,500.00
146	1	PROVIDE 4" PUMP WITH DISCHARGE LINE -- WEEKLY RATE	EA	\$ 3,250.00	\$ 3,250.00
147	1	PROVIDE 4" PUMP WITH DISCHARGE LINE -- MONTHLY RATE	EA	\$ 7,500.00	\$ 7,500.00
148	1	PROVIDE 6" PUMP WITH DISCHARGE LINE -- 24-HOUR RATE	EA	\$ 3,000.00	\$ 3,000.00
149	1	PROVIDE 6" PUMP WITH DISCHARGE LINE -- WEEKLY RATE	EA	\$ 6,000.00	\$ 6,000.00
150	1	PROVIDE 6" PUMP WITH DISCHARGE LINE -- MONTHLY RATE	EA	\$ 10,000.00	\$ 10,000.00

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PAVEMENT MARKINGS AND SIGNAGE

151	1	SINGLE POST SIGN (UP TO 30"X30")	EA	\$ 500.00	\$ 500.00
152	25	4" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 1.90	\$ 47.50
153	25	6" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 1.90	\$ 47.50
154	25	8" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 2.25	\$ 56.25
155	25	12" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 4.00	\$ 100.00
156	25	18" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 6.40	\$ 160.00
157	25	24" SOLID STRIPING (THERMOPLASTIC)	LF	\$ 7.50	\$ 187.50
158	25	6" SKIP STRIPING (THERMOPLASTIC)	LF	\$ 2.00	\$ 50.00
159	25	4" SOLID STRIPING (PAINT)	LF	\$ 0.80	\$ 20.00
160	25	6" SOLID STRIPING (PAINT)	LF	\$ 1.05	\$ 26.25
161	25	8" SOLID STRIPING (PAINT)	LF	\$ 1.20	\$ 30.00
162	25	12" SOLID STRIPING (PAINT)	LF	\$ 1.45	\$ 36.25
163	25	18" SOLID STRIPING (PAINT)	LF	\$ 2.00	\$ 50.00
164	25	24" SOLID STRIPING (PAINT)	LF	\$ 2.50	\$ 62.50
165	25	6" SKIP STRIPING (PAINT)	LF	\$ 1.25	\$ 31.25

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166	1	ARROW (THERMOPLASTIC)	EA	\$ 120.00	\$ 120.00
167	1	ARROW (PAINT)	EA	\$ 70.00	\$ 70.00
168	5	LETTERING PER LETTER (THERMOPLASTIC)	EA	\$ 195.00	\$ 975.00
169	1	HANDICAP SYMBOL (THERMOPLASTIC)	EA	\$ 550.00	\$ 550.00
170	1	HANDICAP SYMBOL (PAINT)	EA	\$ 100.00	\$ 100.00
171	10	REFLECTIVE PAVEMENT MARKER (RPM)	EA	\$ 11.00	\$ 110.00
172	10	REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS (HYDROBLAST)	LF	\$ 150.00	\$ 1,500.00
173	1	PORTABLE STOP SIGN (30" X 30")	EA	\$ 600.00	\$ 600.00

HOURLY RATES

	<u>CATEGORY</u>	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
1	LABORER	\$ 35.00	\$ 52.50
2	EQUIPMENT OPERATOR	\$ 50.00	\$ 75.00
3	FOREMAN	\$ 70.00	\$ 105.00
4	SUPERINTENDENT	\$ 125.00	\$ 187.50
5	PROVIDE 2" PUMP WITH DISCHARGE LINE – HOURLY RATE	\$ 200.00	\$
6	PROVIDE 4" PUMP WITH DISCHARGE LINE – HOURLY RATE	\$ 400.00	\$
7	PROVIDE 6" PUMP WITH DISCHARGE LINE – HOURLY RATE	\$ 600.00	\$

City of Aventura Maintenance and Repair for City Roads, Streets, and Facilities
City of Aventura Bid No. 22-08-11-3



Town of Lake Park Town Commission

Item 4.

Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: Greenway Easement Execution

- | | | | |
|-------------------------------------|----------------------------------|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input type="checkbox"/> | ORDINANCE | | |
| <input checked="" type="checkbox"/> | NEW BUSINESS – RESOLUTION | | |
| <input type="checkbox"/> | OTHER | | |

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of
Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.go
v, c=US
Date: 2023.06.22 15:21:54 -0400 **Date:** _____

Anders Viane - Planner

Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Acct. <input type="checkbox"/> Finance _____	Attachments: ➔ Greenway Easement Agreement ➔ Resolution 97-12-19 ➔ Resolution __-23 and Exhibits
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case _AV Please initial one.

Summary Explanation/Background:

This item is being brought forward to receive the Mayor's signature to validate and execute the greenway easement agreement that was conditioned to be provided by Nautilus 220 as part of their original development order. Condition 13 of Resolution 97-12-19 (attached for reference) required Nautilus 220 to dedicate publicly-accessible greenway easements to the Town of Lake Park; these easements were originally envisioned by the Federal Highway Mixed Use District Overlay and Mixed Use District zoning codes to provide dedicated pedestrian corridors offering shade, aesthetic beauty, and uniform pedestrian convenience throughout Federal Highway as it redevelops. The associated landscaping and sidewalk improvements have already been designed as part of the Nautilus 220 development and were approved with their site plan and subsequent amendments; the execution of the greenway easement agreement formalizes these improvements' status as dedicated public pedestrian corridors. The easements are generally located along the east and west perimeters of the Nautilus property along Federal Highway and Lake Shore Drive; they are more specifically described under Exhibits A - C of the attached Greenway Easement Agreement document. Per the language of Condition 13 of Resolution 97-12-19, the Town Attorney has reviewed and approved the content of the greenway easement agreement. Staff recommends approval of this resolution, granting the Mayor authority to execute the agreement. Once

approval is granted, the greenway easement will be conveyed to the Nautilus 220 for recordation. A copy will be retained for Town records.

Item 4.

Recommended Motion: I move to “**APPROVE**” Resolution __-23.

RESOLUTION 46-07-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-EXCLUSIVE GREENWAY EASEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida 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 Commission approved the Nautilus 220 development project (the Project) by adopting Resolution 97-12-19 (the Development Order); and

WHEREAS, condition 13 of the Development Order requires the Owner of the Project to provide a greenway easement along the entire length of the property it owns abutting Federal Highway and Lake Shore Drive to provide the public with access along Federal Highway; and

WHEREAS, whereas the greenway easement is legally described under Exhibit A herein; and

WHEREAS, condition 13 requires the Town Attorney review and approve the proposed greenway easement agreement (Exhibit B) and the Town Attorney has done so;

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. The Mayor is hereby authorized to execute the Greenway Easement recording document.

Section 3. Effective Date.

This Resolution shall take effect immediately upon execution.

RESOLUTION NO. 97-12-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR A MIXED-USE DEVELOPMENT KNOWN AS NAUTILUS 211 CONSISTING OF 23 STORIES, INCLUSIVE OF 5 PARKING LEVELS; PROVIDING FOR THE AUTHORIZATION TO DEVELOP 332 RESIDENTIAL UNITS, 13,000 SQUARE FEET OF OFFICE, 8,058 SQUARE FEET OF RETAIL, 14,550 SQUARE FEET OF RESTAURANT AND ROOFTOP AMENITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Forest Development LLC is the owner, (“Owner”) of the property legally described in the attached Exhibit “A”, and which is incorporated herein (the Site); and

WHEREAS, Insite Studio as the authorized agent of the Owner (“Applicant”) has submitted a Site Plan and other associated plans proposing a mixed-use development (the Application) on the Site, which is generally located at the southeast corner of Cypress Drive and North Federal Highway; and

WHEREAS the Owner proposes to develop a 23-story mixed-use project known as the Nautilus 211 consisting of 5 parking levels, 332 residential units, *approximately* 13,000 square feet of office, 8,058 square feet of retail and 14,550 square feet of restaurant uses, (“ the Project”); and

WHEREAS, the Site has a future land use designation of “Federal Highway Mixed-Use”; and

WHEREAS, the Site is located within the “Mixed-Use” (MU) zoning district and is located within the Federal Highway Mixed-Use District Overlay (FHMUDO); and

WHEREAS, the proposed uses of the Project are permitted in the FHMUDO; and

WHEREAS, the Town Commission has previously approved Code provisions to allow for a 10% administrative waiver to the building height in the regulations and a parking garage height exemption through Town Code Sections 78-83(m)(2) and 78-84 K.(3)and(4); and

WHEREAS, the Town’s Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission that it approve the Application with certain conditions; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at this hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding

whether the Application is consistent with the Town's Comprehensive Plan and meets the Town's Land Development Regulations; and

WHEREAS, the Town Commission agrees that certain conditions are necessary in order for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan for the Project subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:

Name	Sheet	Sign and Seal	Received on
Architecture Plan			
COVER SHEET	A0.00	11/25/2019	25-Nov-19
CODE DATA	A0.01	11/25/2019	25-Nov-19
DEVELOPMENT DATA	A0.02	11/25/2019	25-Nov-19
PARKING LEVEL A GROUND FLOOR	A1.01	11/25/2019	25-Nov-19
PARKING LEVEL B MEZZANINE	A1.02	11/25/2019	25-Nov-19
PARKING LEVEL C	A1.03	11/25/2019	25-Nov-19
PARKING LEVEL D	A1.04	11/25/2019	25-Nov-19
PARKING LEVEL E	A1.05	11/25/2019	25-Nov-19
AMENITY LEVEL	A1.06	11/25/2019	25-Nov-19
FLOOR 1	A1.07	11/25/2019	25-Nov-19
TYPICAL FLOOR	A1.08	11/25/2019	25-Nov-19
FLOOR 17 PENTHOUSE	A1.09	11/25/2019	25-Nov-19
ROOF LEVEL	A1.10	11/25/2019	25-Nov-19
TOP ROOF PLAN	A1.11	11/25/2019	25-Nov-19
WEST ELEVATION	A2.01	11/25/2019	25-Nov-19
SOUTH ELEVATION	A2.02	11/25/2019	25-Nov-19
EAST ELEVATION	A2.03	11/25/2019	25-Nov-19
NORTH ELEVATION	A2.04	11/25/2019	25-Nov-19
COLOR ELEVATION WEST	A2.11	11/25/2019	25-Nov-19
COLOR ELEVATION SOUTH	A2.12	11/25/2019	25-Nov-19
COLOR ELEVATION EAST	A2.13	11/25/2019	25-Nov-19
COLOR ELEVATION NORTH	A2.14	11/25/2019	25-Nov-19

COLOR RENDERINGS	A2.21	11/25/2019	25-Nov-19
COLOR ELEVATION DETAILS	A2.31	11/25/2019	25-Nov-19
BUILDING SECTION -A	A3.01	11/25/2019	25-Nov-19
BUILDING SECTION - B	A3.02	11/25/2019	25-Nov-19
SUN STUDY	A4.01	11/25/2019	25-Nov-19
SUN STUDY	A4.02	11/25/2019	25-Nov-19
SITE & BUILDING DETAILS	A5.01	11/25/2019	25-Nov-19
SITE & BUILDING DETAILS	A5.02	11/25/2019	25-Nov-19
Civil Plan			
TITLE SHEET	1	11/25/2019	25-Nov-19
DEMOLITION PLAN	2	11/25/2019	25-Nov-19
SITE DEVELOPMENT PLAN	3	11/25/2019	25-Nov-19
SITE DEVELOPMENT DETAILS	4 TO 5	11/25/2019	25-Nov-19
Landscape Plan			
TREE DISPOSITION PLAN	TD.1	11/25/2019	25-Nov-19
GROUND LEVEL LANDSCAPE PLAN	LP.1	11/25/2019	25-Nov-19
AMENITY DECK LANDSCAPE PLAN	LP.2	11/25/2019	25-Nov-19
ROOFTOP LANDSCAPE PLAN	LP.3	11/25/2019	25-Nov-19
LANDSCAPE DETAILS	LP.4	11/25/2019	25-Nov-19
LANDSCAPE SPECIFICATIONS	LP.5	11/25/2019	25-Nov-19
LANDSCAPE SPECIFICATIONS	LP.6	11/25/2019	25-Nov-19
Photometric Plan			
GROUND LEVEL GARAGE PHOTOMETRIC	L1	11/25/2019	25-Nov-19
GROUND LEVEL GARAGE EMERG PHOTOMETRIC	L1E	11/25/2019	25-Nov-19
MEZZ GARAGE LEVEL PHOTOMETRIC PLAN	L2	11/25/2019	25-Nov-19
MEZZ LEVEL GARAGE PHOTOMETRIC PLAN	L2E	11/25/2019	25-Nov-19
LEVEL C GARAGE PHOTOMETRIC PLAN	L3	11/25/2019	25-Nov-19
LEVEL C GARAGE PHOTOMETRIC PLAN	L3E	11/25/2019	25-Nov-19
LEVEL D GARAGE PHOTOMETRIC PLAN	L4	11/25/2019	25-Nov-19
LEVEL D GARAGE PHOTOMETRIC PLAN	L4E	11/25/2019	25-Nov-19
LEVEL E GARAGE PHOTOMETRIC PLAN	L5	11/25/2019	25-Nov-19
LEVEL E GARAGE PHOTOMETRIC PLAN	L5E	11/25/2019	25-Nov-19

AMENITY DECK PHOTOMETRIC PLAN	L6	11/25/2019	25-Nov-19
PORTE COCHERE PHOTOMETRIC PLAN	L7	11/25/2019	25-Nov-19
STAIRWELLS PHOTOMETRIC PLAN	L8	11/25/2019	25-Nov-19
ROOF POOL AREA PHOTOMETRIC PLAN	L9	11/25/2019	25-Nov-19
Site Plan			
SITE PLAN	SP.1	11/25/2019	25-Nov-19
AMENITY DECK SITE PLAN	SP.2	11/25/2019	25-Nov-19
ROOFTOP SITE PLAN	SP.3	11/25/2019	25-Nov-19
REGULATING PLAN	RP.1	11/25/2019	25-Nov-19
Survey			
MAP OF BOUNDARY SURVEY	1 of 1	11/25/2019	25-Nov-19
Lakeshore Drive Promenade Concept Plan			
Lakeshore Drive Promenade Concept Plan	1 of 1	11/25/2019	25-Nov-19

2. Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Community Development Director (the Director).
3. Any proposed disruption to the normal flow of traffic within the rights of way of Federal Highway, Cypress Drive, Bayberry Drive, or Lake Shore Drive during the construction of the Site, shall be subject to the review and approval of the Director and any of the agencies responsible for maintaining these roadways.
4. Should any disruption to the normal flow of traffic occur during construction of the Project, and upon written notice from the Director, all construction shall cease until the Directors of the Town's Public Works and Community Development Departments have provided the Owner with a written notice to proceed.
5. Should any disruption to access to the streets and parking areas along surrounding roadways occur such that the daily operation of nearby businesses is adversely affected, then upon a written notice from the Director, the construction activities shall cease until the Owner has resolved the issues leading to the disruption to the satisfaction of the Director.
6. All landscaping shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
7. The Owner shall, at all times, maintain safe and adequate pedestrian passage along the Site's entrances and exits.
8. The Owner shall ensure that all contractors use best management practices to reduce airborne dust and particulates during the construction of the Site.

9. All onsite dumpsters shall be kept closed at all times. All required dumpsters shall be acquired from the approved franchise supplier for the Town.
10. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations for the Project are in accordance with the approved Site Plan and the Landscaping Plan.
11. Prior to the issuance of any construction permits, the Applicant shall submit copies of all permits that are required by other agencies and have been obtained from those agencies, including but not limited to the Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management District and the State of Florida Department of Environmental Protection.
12. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department of Community Development (Department), and shall be subject to its review and approval. The Department shall determine whether or not the proposed revision is material enough to require further review by the Town Commission. Any revisions to the Site Plan, must be brought back to the Town Commission for its approval along with a complete set of plans for the Project.
13. Prior to the issuance of a building permit, the Owner shall provide an easement for public access along the entire length of the greenway (the Greenway Easement) abutting the property along Federal Highway and Lake Shore Drive. The proposed easement shall be subject to the review and approval of the Town Attorney. The Owner shall be responsible for maintaining the Greenway Easement.
14. Prior to the issuance of the first building permit for construction, any revised Site or Landscaping Plans to meet the required interior landscape buffers shall be submitted to the Department and are subject to the Commission's review and approval.
15. All signs for the Project shall be consistent in their design and color scheme. A sign package illustrating all signs and their colors shall be submitted to the Department and shall be subject to its review and approval prior to their placement on the Site.
16. To the maximum extent possible, the Owner shall incorporate solar power lighting throughout the Project.
17. Prior to the issuance of an electrical permit for exterior lighting, the Owner shall submit the light pole and fixture designs. The designs shall be subject to the Department's review and approval.
18. The Owner shall maintain 100 parking spaces on the ground floor of the parking garage free of charge and open to the public in perpetuity. The Owner shall submit a proposed covenant to ensure 100 free parking spaces on the ground floor. The covenant shall be subject to the Department's review and approval in consultation with the Town Attorney. Following its approval, the Applicant shall record the covenant in the public records of Palm Beach County and provide a recorded copy of it to the Department.

19. Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall install high-definition surveillance cameras, which capture clear facial features throughout the parking areas of the Project and along the exterior façades of the buildings on the Site. The location of the camera(s) shall be subject to the Department's review and approval to ensure that they capture the required components
20. Prior to the issuance of a Certificate of Occupancy or Completion, the Applicant shall submit the Bus Shelter design to the Department. The location and design of the Bus Shelter shall be subject to the review and approval of Palm Tran and Town Commission.
21. Prior to the issuance of the first building permit, the Applicant shall submit the final roadway designs for the Project to the Department. The final roadway designs shall be subject to the review and approval of the Commission.
22. Prior to the issuance of the first building permit for construction, the Applicant shall submit Wind Tunnel Mitigation Plan to the Department. The Wind Tunnel Mitigation Plan shall be subject to the Commission's review and approval.
23. Within 18 months of the effective date of this Resolution, the Owner shall initiate bona fide development and shall continue with the development of the Site through completion. Failure to do so shall render the Development Order null and void. Once initiated, the development of the Site shall be completed within 36 months.
24. All fees and costs, including legal fees incurred by the Town in reviewing the Application and preparing the Resolution billed to the Owner shall be paid to the Town within 30 days of receipt of an invoice from the Town. Failure by an Owner to reimburse the Town within the 30 days may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.
25. A public improvement contribution of funds (the Funds) equal to 1% of the total construction value shall be paid to the Town within two days of the effective date of this Resolution. Failure to do so shall render the Resolution (Development Order) null and void. The Funds shall be held in an interest bearing escrow account established by the Town. If no appeal is taken by a third party within 30 days of the effective date of the Resolution, then upon the 31st day after the effective date of the Resolution, the Town shall be entitled to the disbursement of the Funds and any accumulated interest. If a third party appeals the Development Order, the Town shall continue to maintain the Funds in a separate interest bearing escrow account. At such time as all appeals have been exhausted, the Town shall be entitled to the disbursement of the Funds and any accumulated interest.
26. The Applicant shall provide monthly reports when the waterfront restaurants start to be operational, for a 6-month period that must incorporate a portion of the seasonal months (November through April), to the Town of Lake Park Community Development Department providing a sample of the number of patrons using the valet during peak periods and the number of valet staff per location. The sample set shall include number of users Wednesday and Friday between 11:45 am and 1:15 pm, and Friday and Saturday from 6:00 pm to 8:00 pm. The report shall also include a summary of any incidents related to valet services along with any recommended changes to the program.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.


Section 4. This Resolution shall become effective upon execution.

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

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

The Town Commission thereupon declared the foregoing Resolution Number 97-12-19 duly passed and adopted this 18 day of December, 2019.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:


BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



Exhibit "A"**LEGAL DESCRIPTION****(see Survey)****PARCEL 1:**

LOTS 13, 14 AND 15, LESS COUNTY ROAD RIGHT-OF-WAY; AND THE WEST 70 FEET OF LOTS 32, 33 AND 34, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PAGE BOOK 8, PAGE 15 AND 23.

PARCEL 2:

LOTS 9, 10, 11 AND 12, AND THE WEST 76.70 FEET OF LOTS 35, 36, 37 AND 38, ALL IN BLOCK 114, KELSEY CITY (N/K/A LAKE PARK), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 23, LESS THAT PORTION CONVEYED FOR ROAD RIGHT-OF-WAY DESCRIBED IN DEED BOOK 803, PAGE 223, AND DEED BOOK 803, PAGE 305, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

THE EAST 210 FEET OF LOTS 35, 36, 37 & 38, BLOCK 114, LAKE PARK (FORMERLY KELSEY CITY), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 4:

LOTS 1 TO 8, BOTH INCLUSIVE, BLOCK 114, LESS THE WEST 20 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE WEST 108 FEET OF LOTS 39 TO 46, BOTH INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 5:

LOTS 39, 40, 41, 42, 43, 44, 45 AND 46, BLOCK 114, LESS THE WEST 108 FEET THEREOF KELSEY CITY, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 23.

Prepared by and return to:

Anthony Kang, Esq.
Saul Ewing LLP
701 Brickell Avenue, 17th Floor
Miami, FL 33131
(305) 428-4500

Parcel ID Nos:

36-43-42-20-01-114-0010
36-43-42-20-01-114-0090
36-43-42-20-01-114-0391
36-43-42-20-01-114-0351
36-43-42-20-01-114-0352
36-43-42-20-01-114-0130

GREENWAY EASEMENT AGREEMENT

This Greenway Easement Agreement (this “**Agreement**”) is entered into this ____ day of _____, 2023, (the “**Effective Date**”) by and between **FOREST DEVELOPMENT LLC**, a Florida limited liability company (“**Owner**”) and **TOWN OF LAKE PARK**, a Florida municipal corporation (“**Town**”). Owner and Town are sometimes hereinafter referred to, individually, as a “**Party**,” and, collectively, as the “**Parties**.”

WHEREAS, Owner is the fee simple owner of that certain property located at 131, 133, 139 & 211 Federal Highway, 138 and 220 Lake Shore Drive in the Town of Lake Park, Florida, 33403 as more particularly described on Exhibit "A" attached hereto and incorporated herein (collectively, the “**Property**”);

WHEREAS, Town is the municipal corporation with jurisdiction over the Property; and

WHEREAS, Town is requiring and Owner hereby grants to the Town two (2) non-exclusive “greenway easements” for the Town to the Property as more depicted and described on Exhibit “B” and Exhibit “C” attached hereto and incorporated herein (collectively, the “**Easements**”) for purposes of allowing public access along and within the areas of such “greenway easements”, which are to be included within, governed by, or to be governed by that certain Declaration of Condominium for the Nautilus 220 Condominium to be recorded in the Public Records in and for Palm Beach County, Florida (the “**Declaration**”).

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The Parties hereto agree that the foregoing Recitals are true and correct. The Recitals are incorporated into this Agreement as if fully rewritten.

2. **Grant of Non-Exclusive Easements.** Owner hereby grants the Easements to the Town. The Easements shall be non-exclusive to the use of the Easements by Owner and any use of the Easements by any utility companies under over or through the Easements.

3. **Maintenance of the Easements.** Commencing on the Effective Date, the Owner shall maintain the Easements to a reasonable standard required by the Town or as provided in the Declaration.

4. **Compliance with the Declarations.** Notwithstanding anything contained in this Agreement to the contrary, Owner shall comply in all respects with the Declaration, including obtaining the consent or approval of the Town for any improvements, maintenance, repairs or other actions or inactions that require Town approval or consent under the Declaration.

5. **Default.**

a) If Owner shall be in default in the performance of any of the terms or covenants of this Agreement and has not cured such default within ninety (90) days after the receipt of such notice or has not commenced such cure after receipt and continued same with all due diligence to conclusion, the Town shall have the right, but not the duty, to cure such default and Owner shall promptly reimburse the Town for all costs incurred (including reasonable attorney's fees) and all monies advanced by the Town in attempting to cure such default. If the costs incurred by the Town are not paid within thirty (30) days after the receipt of written notice by the Owner of such costs, the Town may record a lien against the Property, and proceed with any or all equitable remedies, or at law.

b) No breach of this Agreement or default by any of the Parties hereto shall entitle any party hereto to terminate or cancel this Agreement.

c) This Agreement may be enforced only by the Parties hereto or such other persons as may become a party hereto at a later date.

d) In the event of any violation or threatened violation of the terms or covenants of this Agreement by any of the Parties hereto, then the other Party hereto, its successors or assigns, shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction, the Parties hereto hereby stipulating that legal relief alone would be inadequate. Prior to the commencement of any such action, written notice of the alleged violation shall be given by the complaining Party to the other Party or person to this Agreement, and to any other party or person responsible for such violation. In the event an action has been commenced in a court of competent jurisdiction, all costs and expenses, including reasonable attorney's fees, of any such suit or proceeding at law or equity shall be assessed against and promptly paid by the prevailing party.

6. **Termination.** The term of this Agreement shall be identical to the term of the Declaration, subject to amendment or termination as provided in the Declaration and subject to a continuation in effect identical to the Declaration without further action by the Parties;

provided, however, that, notwithstanding the foregoing, Owner may terminate this Agreement upon the delivery of thirty (30) days' advance notice to Town.

7. **Indemnification; Waiver of Subrogation.** Owner (herein, individually, "Indemnitor") shall jointly defend, indemnify, and hold harmless the Town from all claims, losses, actions, inactions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs at all trial, administrative and appellate levels) resulting from any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the use of the Easement (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful act or omission of a Party). As to each policy of insurance maintained by the Owner which will or would otherwise cover the Owners' indemnification pursuant to this Section 7, the Owner hereby waives and releases all claims against the Town and the agents and elected or appointed officials, and employees of the Town, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of the Town, but only to the extent that such insurance proceeds are received in compensation for such loss. Notwithstanding the foregoing, Owner shall not in any way or manner be held liable or responsible for any matter related to this Agreement, and any member of the public, by virtue of their use and enjoyment of the Easements, hereby acknowledges and agrees that Owner shall not be held liable for any loss or damage for any matter related to this Agreement.

8. **Miscellaneous.**

A. **Amendments.** This Agreement may be amended only by the written consent of the Owner and the Town.

B. **Agreement is Binding Upon Successors.** The successor of any Party shall be bound by the provisions of this Agreement.

C. **Entire Agreement.** This Agreement, and the Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties.

D. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

E. **Governing Law/Venue.** This Agreement shall be governed by and construed under the substantive laws of the State of Florida, without regard to Florida choice of law provisions. Venue for any action concerning this Agreement (except for the status of arbitration) shall be Palm Beach County, Florida.

F. **Severability.** If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such

provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

G. Notices. Each notice relating to this Agreement shall be in writing and delivered in person, by email, facsimile or by registered or certified mail or nationally recognized overnight delivery service. The receipt of any notice transmitted by facsimile or email must be confirmed by any means acceptable in the preceding sentence to be effective; provided, however, that such a confirmation does not, in turn, have to be confirmed. All notices to the Owner shall be addressed to its principal office and place of business. All notices addressed to the Town shall be addressed to the Town Hall building. Any Party may designate a new address by notice to the other Party. Unless otherwise specifically provided in this Agreement, a notice shall be deemed to have been effectively given upon receipt.

H. Further Assurances. The Parties shall execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of both Parties, may be necessary or advisable to carry out the intent and purposes of this Agreement.

I. Prevailing Party. In the event of litigation concerning this Agreement, the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees, through and including all appeals, from the non-prevailing party.

J. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, when so executed, shall be an original, but all of which together shall constitute one and the same agreement. This Agreement, following its execution, may be delivered via telecopier machine or other form of electronic delivery by the Parties hereto, which shall constitute delivery of an execution original for all purposes.

K. Waiver of Jury Trial. **EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE ACTIONS OF THE PARTIES TO THIS AGREEMENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.**

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

This Agreement is executed as of the date and year first above written.

OWNER:

FOREST DEVELOPMENT LLC,
a Florida limited liability company

By: NAUTILUS JV HOLDINGS, LLC,
a Delaware limited liability company,
its Sole Member

By: [Signature]
Name: Peter Baytarian
Title: Manager

WITNESSES:

DAVID RADEST
Print Name

[Signature]
Signature

Elizabeth Richardson
Print Name

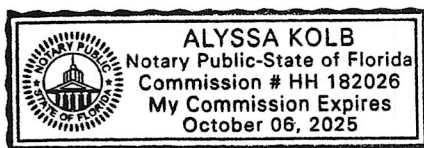
[Signature]
Signature

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2023, by Peter Baytarian, as Manager of NAUTILUS JV HOLDINGS, LLC, a Delaware limited liability company, as Sole Member of FOREST DEVELOPMENT LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me or ☐ has produced as identification.

[Notary Seal]



Alyssa Kolb
Notary Public
Print Name: Alyssa Kolb
My Commission Expires: 10/6/25

TOWN:

TOWN OF LAKE PARK, a Florida municipal corporation

By: _____

Name: Roger Michaud

Title: Mayor

WITNESSES:

Print Name

Signature

Print Name

Signature

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____ as _____ of **TOWN OF LAKE PARK**, a Florida municipal corporation, on behalf of the Town, who is [] personally known to me or [] has produced as identification.

[Notary Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

Exhibit A**Property****PARCEL 1:**

LOTS 13, 14 AND 15, LESS COUNTY ROAD RIGHT-OF-WAY; AND THE WEST 70 FEET OF LOTS 32, 33 AND 34, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 2:

LOTS 9, 10, 11 AND 12, AND THE WEST 76.70 FEET OF LOTS 35, 36, 37 AND 38, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 23, LESS THAT PORTION CONVEYED FOR ROAD RIGHT-OF-WAY DESCRIBED IN DEED BOOK 803, PAGE 223, AND DEED BOOK 803, PAGE 305, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

THE EAST 210 FEET OF LOTS 35, 36, 37 & 38, BLOCK 114, LAKE PARK (FORMERLY KELSEY CITY), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECODED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 4:

LOTS 1 TO 8, BOTH INCLUSIVE, BLOCK 114, LESS THE WEST 20 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE WEST 108 FEET OF LOTS 39 TO 46, BOTH INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

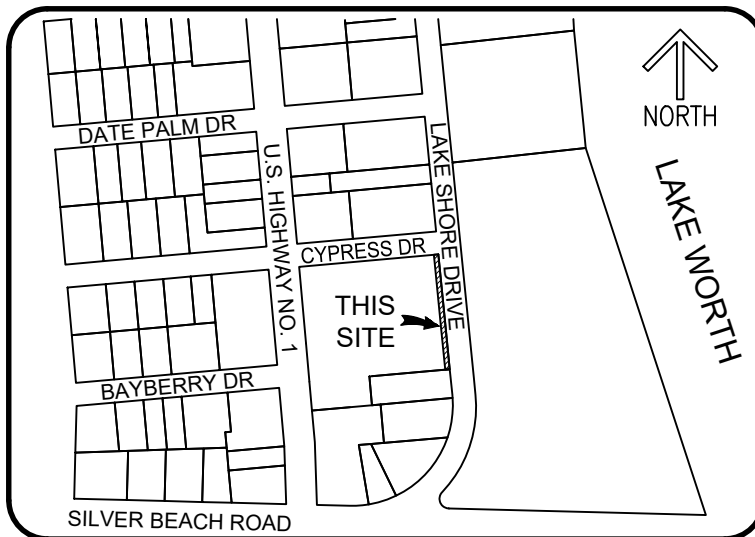
PARCEL 5:

LOTS 39, 40, 41, 42, 43, 44, 45 AND 46, BLOCK 114, LESS THE WEST 108 FEET THEREOF KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 23.

FOR INFORMATIONAL PURPOSES ONLY: Parcel ID Numbers: 36-43-42-20-01-114-0010; 36-43-42-20-01-114-0090; 36-43-42-20-01-114-0391; 36-43-42-20-01-114-0351; 36-43-42-20-01-114-0352; and 36-43-42-20-01-114-0130.

Exhibit B

Easements



LOCATION SKETCH
(NOT TO SCALE)

DESCRIPTION:

THE EAST 10.00 FEET OF LOTS 35 THROUGH 46, INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PAGE BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,000 SQUARE FEET (0.0689 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 13, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY – LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION

DAVID E. ROHAL
PROFESSIONAL LAND
SURVEYOR NO. 4315
STATE OF FLORIDA
LB 3591

DATE	2-13-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREENWAY

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF LAKE SHORE DRIVE HAVING AN ASSUMED BEARING OF SOUTH 05°34'25" EAST.
5. DISTANCES SHOWN HEREON ARE REFERENCED TO THE UNITED STATES SURVEY FOOT.
6. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.
7. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

LEGEND/ABBREVIATIONS:

CL	- CENTERLINE
FPL	- FLORIDA POWER & LIGHT COMPANY
O.R.B.	- OFFICIAL RECORDS BOOK
(P)	- PLAT
P.B.	- PLAT BOOK
P.O.B.	- POINT OF BEGINNING
PGS.	- PAGES
R/W	- RIGHT-OF-WAY
SUAE	- SEACOAST UTILITY AUTHORITY EASEMENT
U.E.	- UTILITY EASEMENT

THIS IS NOT A SURVEY

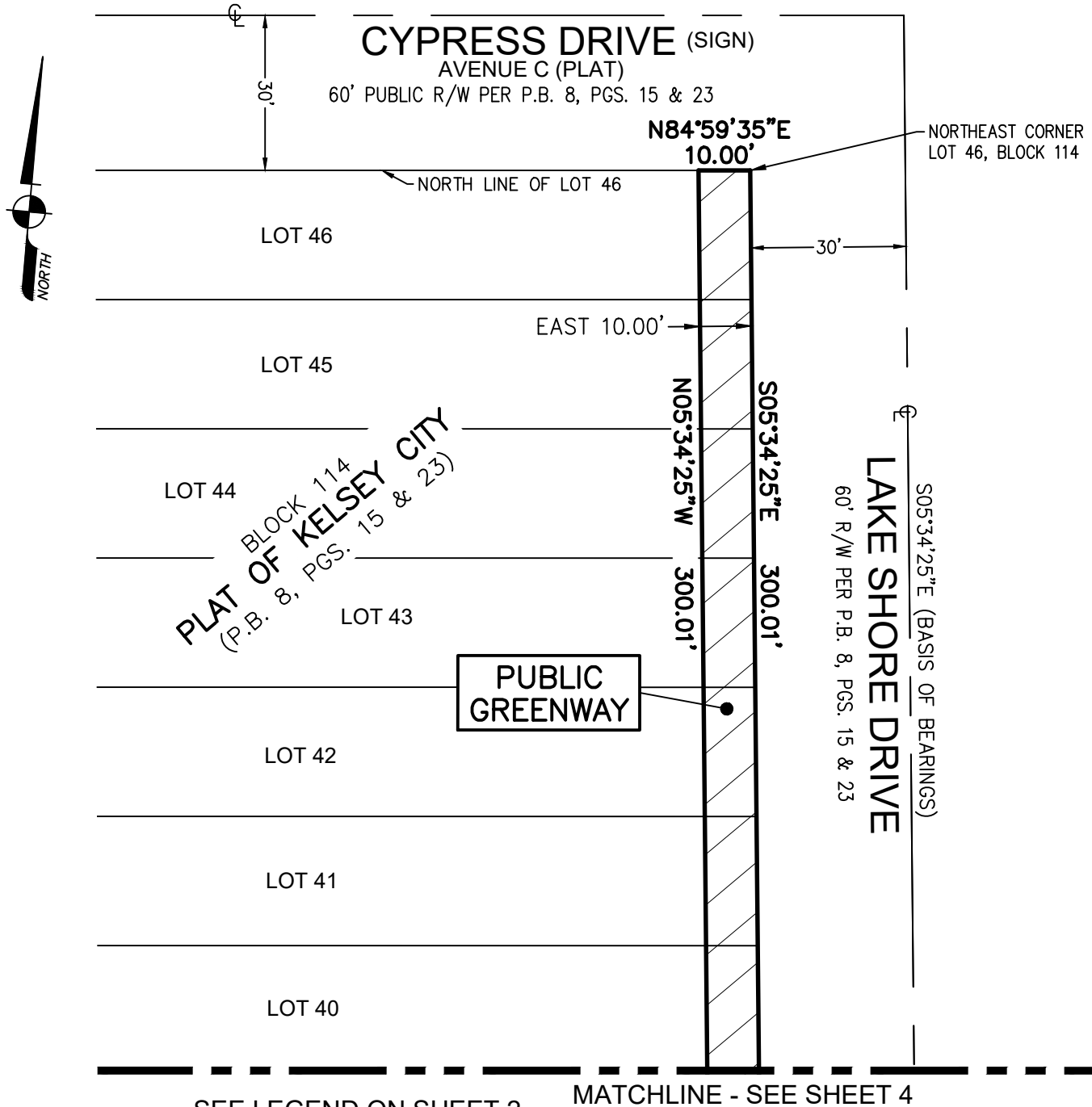
SHEET 2 OF 4

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY - LAKE SHORE DRIVE
 NAUTILUS 220
 SKETCH AND DESCRIPTION

DATE	2-13-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREEN E



SEE LEGEND ON SHEET 2
 THIS IS NOT A SURVEY

MATCHLINE - SEE SHEET 4

SHEET 3 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

GRAPHIC SCALE



(IN FEET)
 1 INCH = 30 FEET

DATE 2-13-2023

DRAWN BY dr

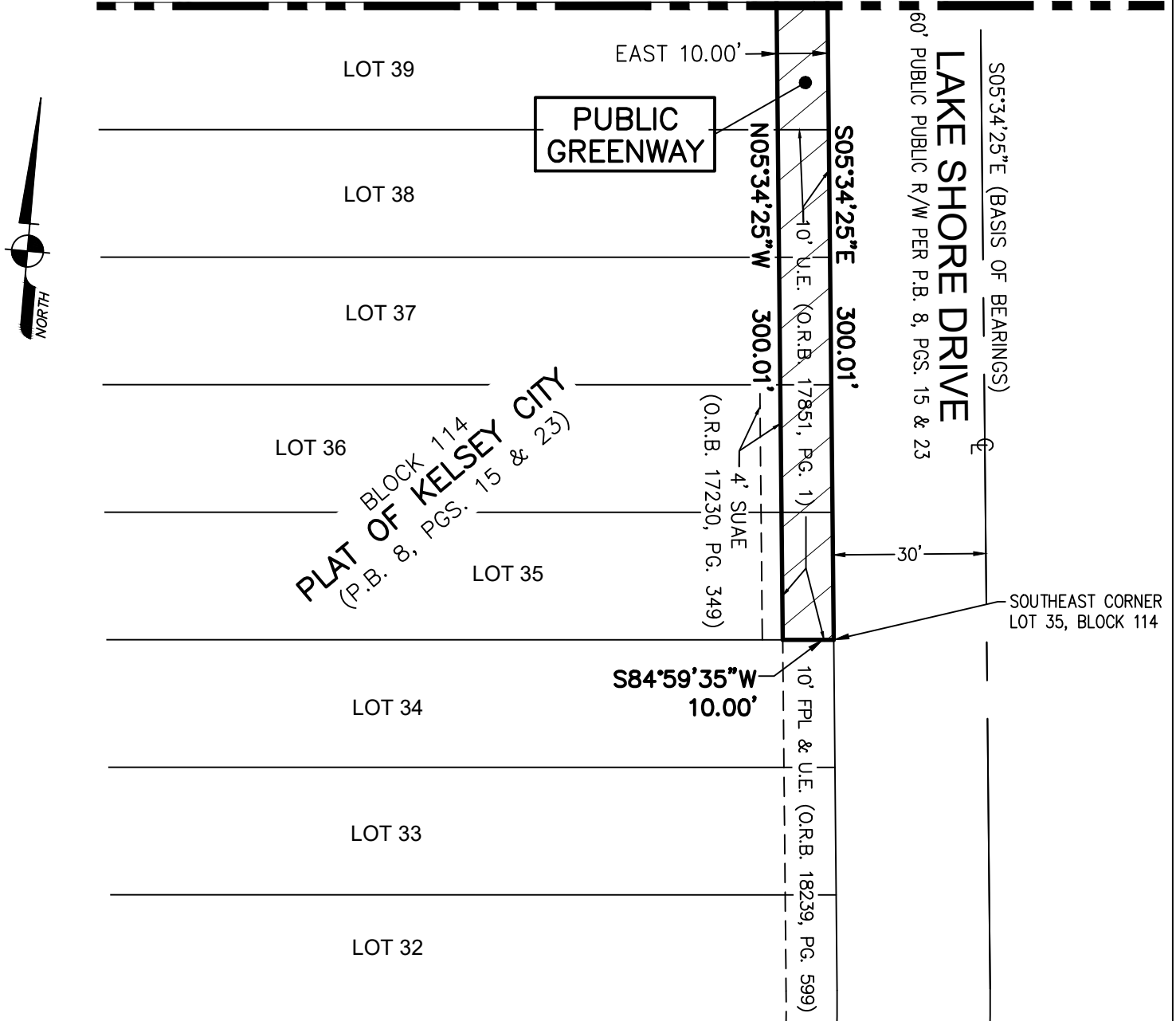
F.B./ PG. N/A

SCALE AS SHOWN

JOB 9622-1 GREENWAY

PUBLIC GREENWAY - LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION

MATCHLINE - SEE SHEET 3



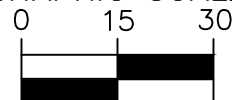
SEE LEGEND ON SHEET 2

THIS IS NOT A SURVEY

SHEET 4 OF 4

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

GRAPHIC SCALE

(IN FEET)

1 INCH = 30 FEET

DATE 2-13-2023

DRAWN BY dr

F.B./ PG. N/A

SCALE AS SHOWN

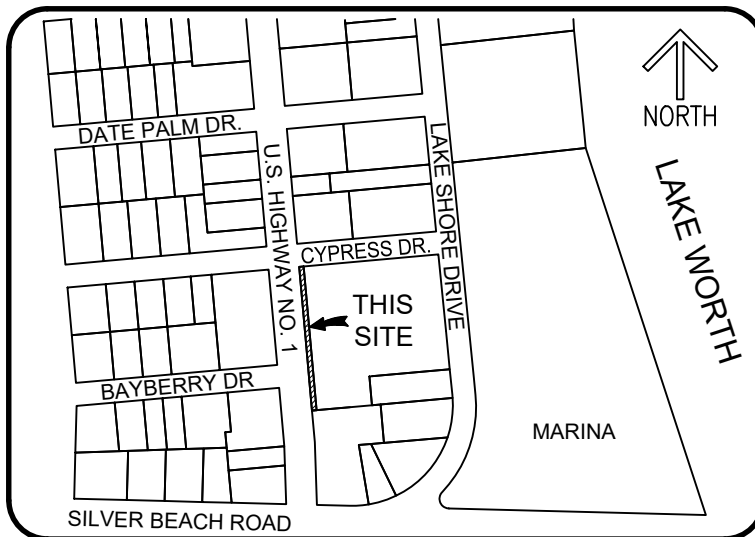
JOB 9622-1 GR

220

PUBLIC GREENWAY - LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION

Exhibit C

Easements



LOCATION SKETCH
(NOT TO SCALE)

DESCRIPTION:

PORTIONS OF LOTS 1 THROUGH 15, BLOCK 114, KELSEY CITY (NOW KNOWN AS THE TOWN OF LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF WAY-LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) AND THE NORTH LINE OF SAID LOT 1; THENCE NORTH $84^{\circ}59'35''$ EAST, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH $05^{\circ}00'25''$ EAST A DISTANCE OF 268.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 5,769.65 FEET, A CENTRAL ANGLE OF $01^{\circ}03'25''$ AND AN ARC DISTANCE OF 106.43 FEET TO THE SOUTH LINE OF SAID LOT 15; THENCE SOUTH $84^{\circ}59'35''$ WEST, ALONG SAID SOUTH LINE OF LOT 15, A DISTANCE OF 10.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, TO WHICH THE RADIUS POINT BEARS SOUTH $86^{\circ}03'06''$ WEST; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 5,759.65 FEET, A CENTRAL ANGLE OF $01^{\circ}03'31''$ AND AN ARC DISTANCE OF 106.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH $05^{\circ}00'25''$ WEST, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 268.58 FEET TO THE PONT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,750 SQUARE FEET (0.0861 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 5, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY - U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

DAVID E. ROHAL
PROFESSIONAL LAND
SURVEYOR NO. 4315
STATE OF FLORIDA
LB 3591

DATE	5-5-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREENWAY

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) HAVING AN ASSUMED BEARING OF NORTH 05°00'25" WEST.
6. DISTANCES SHOWN HEREON ARE REFERENCED TO THE UNITED STATES SURVEY FOOT.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.
8. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
9. THE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 24397, PAGE 1082, PALM BEACH COUNTY PUBLIC RECORDS HAS BEEN ABANDONED AND VACATED PURSUANT TO TOWN OF LAKE PARK RESOLUTION 34-04-23, AND IS NOT SHOWN HEREON.

LEGEND/ABBREVIATIONS:

Δ	- CENTRAL ANGLE (DELTA)
\mathcal{C}	- CENTERLINE
F.D.O.T.	- FLORIDA DEPARTMENT OF TRANSPORTATION
L	- ARC DISTANCE OR LENGTH
O.R.B.	- OFFICIAL RECORDS BOOK
(P)	- PLAT
P.B.	- PLAT BOOK
PC	- POINT OF CURVATURE
PT	- POINT OF TANGENCY
P.O.B.	- POINT OF BEGINNING
R.P.B.	- ROAD PLAT BOOK
PGS.	- PAGES
R	- RADIUS
R/W	- RIGHT-OF-WAY
U.E.	- UTILITY EASEMENT

THIS IS NOT A SURVEY

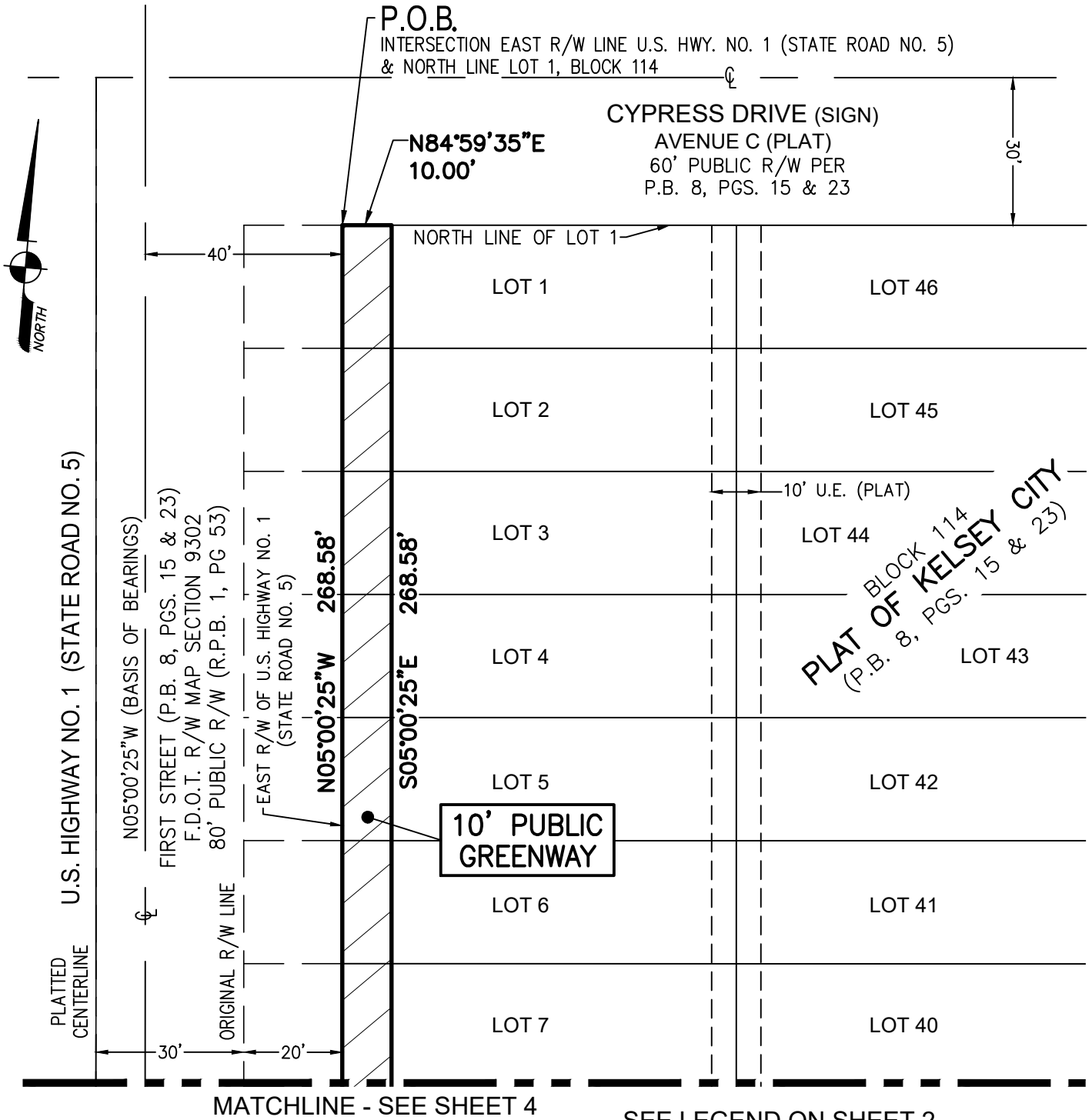
SHEET 2 OF 4

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY - U.S. NO. 1
 NAUTILUS 220
 SKETCH AND DESCRIPTION

DATE	5-5-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREENWAY



THIS IS NOT A SURVEY

SHEET 3 OF 4

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

GRAPHIC SCALE

(IN FEET)

1 INCH = 30 FEET

PUBLIC GREENWAY - U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

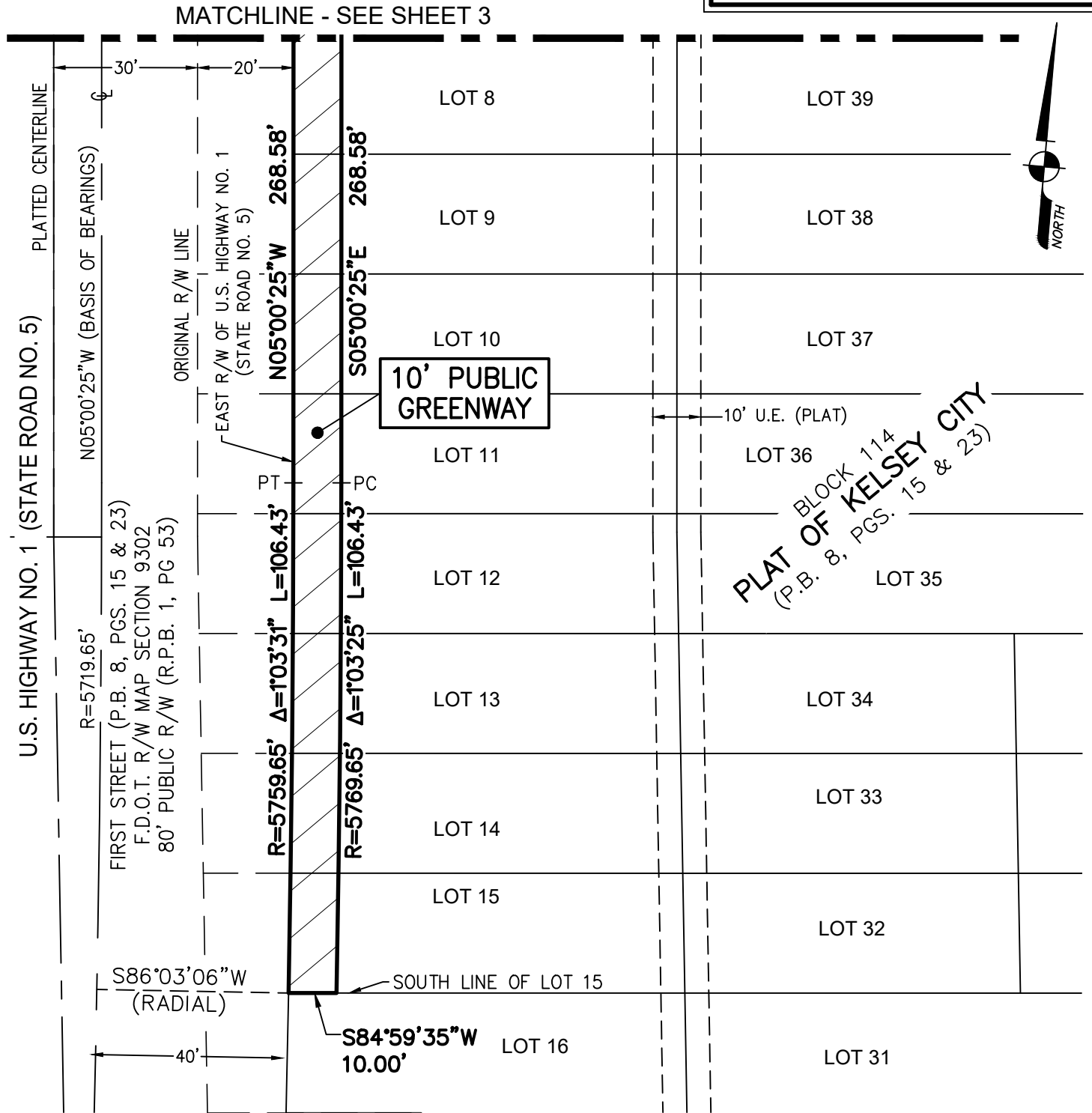
DATE 5-5-2023

DRAWN BY dr

F.B./ PG. N/A

SCALE AS SHOWN

JOB 9622-1 GREENWAY



THIS IS NOT A SURVEY

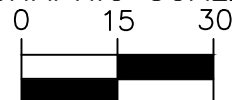
SEE LEGEND ON SHEET 2

SHEET 4 OF 4

**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING
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PUBLIC GREENWAY - U.S. NO. 1
 NAUTILUS 220
 SKETCH AND DESCRIPTION

GRAPHIC SCALE

(IN FEET)
 1 INCH = 30 FEET

DATE 5-5-2023

DRAWN BY dr

F.B./ PG. N/A

SCALE AS SHOWN

JOB 9622-1 GRE

225



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: Setting the Current Year Proposed Millage Rate, and Restating the Date, Time, and Location for the First Public Budget Hearing.

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

Approved by Town Manager John D'Agostino

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.29 11:55:59 -0400

Date: _____

Originating Department: Finance Department	Costs: \$ 0.00 Funding Source: Acct. # _____ <input type="checkbox"/> Finance <u>Jeffrey P. Duvall</u> <small>Digitally signed by Jeffrey P. Duvall DN: cn=Jeffrey P. Duvall, o=Town of Lake Park, ou=Finance Department, email=jduvall@lakeparkflorida.gov, c=US Date: 2023.06.27 11:55:30 -0400</small>	Attachments:
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>JPD</u> Please initial one.

Summary Explanation/Background:

Florida Statute requires each municipality to establish a "Current Year Proposed Operating Millage Rate". This millage rate is the highest rate that could be enacted at the budget hearings without the municipality having to send a separate mailing to each resident. Florida Statute also requires each municipality to set by motion the date, time and place of the first public budget hearing.

Recommended Motion:

I move that we set the current proposed millage rate at 5.3474 mills, and that we are restating that the date, time and place for the first public budget hearing is set for September 5, 2023, at 6:30pm, here in the Town Commission Chambers.

Town of Lake Park Schedule of AdValorem Millage Rates

Item 5.

ROLLED-BACK RATE			
1,030,446,001	2023/24 Taxable Value		
1,000			
4.7702	Millage		
95.0%			
4,669,662			
(1,274,248)	1,274,248	CRA	
3,395,414	3,395,414	General Fund	

MILLAGE RATE OF 5.2			
1,030,446,001	2023/24 Taxable Value		
1000			
5.2000	Millage		
95%			
5,090,403			
(1,340,807)	1,340,807	CRA	
3,749,596	3,749,596	General Fund	

CURRENT MILLAGE RATE			
1,030,446,001	2023/24 Taxable Value		
1,000			
5.3474	Millage		
95.0%			
5,234,697			
(1,363,634)	1,363,634	CRA	
3,871,063	3,871,063	General Fund	

MILLAGE RATE OF 4.9			
1,030,446,001	2023/24 Taxable Value		
1,000			
4.9000	Millage		
95.0%			
4,796,726			
(1,294,349)	1,294,349	CRA	
3,502,377	3,502,377	General Fund	

MILLAGE RATE OF 5.3			
1,030,446,001	2023/24 Taxable Value		
1000			
5.3000	Millage		
95%			
5,188,296			
(1,356,293)	1,356,293	CRA	
3,832,003	3,832,003	General Fund	

MILLAGE RATE OF 5			
1,030,446,001	2023/24 Taxable Value		
1,000			
5.0000	Millage		
95.0%			
4,894,619			
(1,309,835)	1,309,835	CRA	
3,584,784	3,584,784	General Fund	

MILLAGE RATE OF 5.325			
1,030,446,001	2023/24 Taxable Value		
1000			
5.3250	Millage		
95%			
5,212,769			
(1,360,165)	1,360,165	CRA	
3,852,604	3,852,604	General Fund	

Decrease in Revenue

Millage Rate	General Fund	CRA
5.3474	-	-
5.3250	18,459	3,469
5.3000	39,060	7,341
5.2000	121,467	22,827
5.1000	203,873	38,313
5.0000	286,279	53,799
4.9000	368,686	69,285
4.7702	475,649	89,386
(Rolled Back Rate)		

MILLAGE RATE OF 5.1			
1,030,446,001	2023/24 Taxable Value		
1000			
5.1000	Millage		
95%			
4,992,511			
(1,325,321)	1,325,321	CRA	
3,667,190	3,667,190	General Fund	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: Discussion on Gravel Driveways

- | | |
|--|---|
| <input type="checkbox"/> SPECIAL /REPORTS | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> BOARD APPOINTMENT | <input type="checkbox"/> OLD BUSINESS |
| <input type="checkbox"/> PUBLIC HEARING ORDINANCE ON 1 st READING | |
| <input checked="" type="checkbox"/> NEW BUSINESS | |
| <input type="checkbox"/> OTHER: WORKSHOP _____ | |

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov,
c=US
Date: 2023.06.30 15:53:59 -0400 **Date:** _____

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs:\$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • June 29, 2023 Commissioner Taylor email request. • Paving Standards
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	___ Yes, Notified everyone OR ___ Not applicable in this case Please initial one.

Summary Explanation/Background: I received an email request from Commissioner Taylor who desires to discuss with the Town Commission gravel driveways in the Town of Lake Park.

Currently, staff is working on creating a draft ordinance on Gravel Driveways for consideration.

Recommended Motion: No motion is required

Janet Perry

From: Janet Perry
Sent: Thursday, June 29, 2023 2:16 PM
To: John D'Agostino; Bambi Turner; Vivian Mendez
Subject: Commissioner Taylor - 7/5/23 Agenda Request

Importance: High

I received an email from Commissioner Mary Beth Taylor as follows:

"Good afternoon, please ask John to include a discussion item, regarding driveway codes, on next weeks agenda, July 5, 23."

The Commissioner sent this request to me as a reply to a different email.

Janet Perry, A.P.C.

Executive Assistant to the Town Manager
Office of the Town Manager

TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
561-881-3304
561-881-3314 (fax)
www.lakeparkflorida.gov



Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, F.S.

John D'Agostino

From: Nadia DiTommaso
Sent: Thursday, June 29, 2023 4:35 PM
To: John D'Agostino
Subject: Driveways - Paving Standards and Maintenance

Importance: High

John-

Paving and maintenance standards are both listed below:

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

(c) *Off-street parking.*

(10) *Construction and design of parking areas*

f. *Paving standards.*

1. *Reviewed and approved by community development department.* The proposed grading and construction of the off-street parking facilities shall be approved by the community development director.
2. *Materials and methods.* Unless otherwise provided in this subsection (c)(10)f, all vehicular use areas and specialized vehicular use areas shall be improved either with:
 - i. A minimum of six-inch shellrock or limerock base with a one-inch hotplant mix asphaltic concrete surface; or
 - ii. A base and surface material of equivalent durability. *(added Staff emphasis: see below for Engineer's prior determination for enforcement purposes)*
3. *Maintenance of paved vehicular use areas.* All vehicular use areas or specialized vehicular use areas shall be maintained in good condition to prevent any hazards such as cracked asphalt or potholes.

FROM ENGINEER A FEW YEARS AGO FOR ENFORCEMENT PURPOSES

Determination on "surface material of equivalent durability":

Commercial:

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

Residential:

Stay with concrete, asphalt or paver brick. No gravel.

- Crushed concrete serves the same purpose as rock base. Crushed concrete needs to be covered with as the thickness depends on the use. Item 6.

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

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

Nadia Di Tommaso, *FRA-RP, LEED Green Associate*
Community Development Director
Town of Lake Park, Community Development Department
535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3319
Fax: (561) 881-3323



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