



Lake Park Town Commission, Florida
Regular Commission Meeting
Immediately Following Special Call
CRA Board Meeting

Wednesday, January 18, 2023

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

Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	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. January 4, 2023 Regular Commission Meeting Minutes

2. Resolution 07-01-23

RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO EXTEND THE DATE OF THE “AWARD CONSTRUCTION CONTRACT BY” FOR THE WEST ILEX PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT.

3. Resolution 08-01-23

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CROWN CASTLE SOUTH LLC, FOR THE LEASING OF CERTAIN PORTIONS OF THE TOWN’S PROPERTY LOCATED AT 700 SIXTH STREET.

BOARD MEMBER NOMINATION: None

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): None

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

4. Ordinance 03-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED “LITTLE FREE LIBRARY BOOK DISPENSARIES” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

5. Ordinance 01-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN’S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance 02-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED “MOBILITY PLAN & MOBILITY FEES”; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS: None

NEW BUSINESS:

- 7.** REQUEST TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND ENTERPRISE FUNDING ASSOCIATED WITH THE SANITATION FUND AND THE STORMWATER FUND AND APPROVE TWO PROPOSALS FROM RAFTELIS FINANCIAL CONSULTANTS, INC., (CONSULTANT) FOR THE PROVISION OF UTILITY RATE AND FINANCIAL CONSULTING SERVICES, PER THE PRICING, TERMS, AND CONDITIONS OF MARTIN COUNTY/CONSULTANT'S AGREEMENT NO. RFP2021-3343 (COOPERATIVE PURCHASE).

PUBLIC COMMENT:

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TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: February 1, 2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2023
Originating Department: Town Clerk
Agenda Title: January 4, 2023 Regular Commission Meeting Minutes

Approved by Town Manager:

Date: 1-12-23

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Minutes, Exhibits A-C

Please initial one:

S.E. Yes I have notified everyone
 _____ Not applicable in this case

Recommended Motion:

I move to approve the January 4, 2023 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, January 04, 2023 at 6:30 PM

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

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

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CALL TO ORDER/ROLL CALL - 6:30 P.M.

PRESENT

Vice-Mayor Kimberly Glas-Castro
 Commissioner John Linden
 Commissioner Roger Michaud
 Commissioner Mary-Beth Taylor

PLEDGE OF ALLEGIANCE

Vice-Mayor Glas-Castro

SPECIAL PRESENTATION/REPORT:

1. Proclamation in Honor of Mayor Michael O'Rourke.

Vice-Mayor Glas-Castro presented Mayor Michael O'Rourke with a proclamation. Town Manager D'Agostino presented an engraved gavel to Mayor O'Rourke from staff. Public Works Director Roberto Travieso presented Mayor O'Rourke with a street sign "Mayor Mike's Way" signed by all Public Works employees. Mayor O'Rourke stated that it was an honor to serve this community and that he loved this Town. He thanked the Commission, residents and staff.

PUBLIC COMMENT:

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Rick Goodsell, expressed concerned that the restrooms at Lake Shore Park were closed over the New Year's weekend. He stated that he sent emails to staff, the Vice-Mayor, and used the citizen portal to report that the restrooms were closed. He asked for an explanation of the closed restrooms. Vice-Mayor Glas-Castro stated that staff would contact him with an explanation.

James Sullivan, reported several road concerns throughout the Town. He reported the intersection of 8th Street and Silver Beach Road and the road behind the Aldi grocery store.

CONSENT AGENDA:

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Public Comment:

Mr. Rafael Moscoso raised concerns regarding the proposed oval-about on 10th Street and the necessary repairs to Truck number 44.

Commissioner Linden asked to pull Consent Agenda item number five, Resolution 02-01-23 Fiscal Year End Budget Adjustments.

Motion made to approve Consent Agenda items 2, 3, 4, 6 and 7 by Commissioner Michaud and seconded by Commissioner Linden.

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

Commissioner Linden referred to Resolution 02-01-23 and asked questions regarding a timeline for the Town Hall monument sign. Public Works Director Travieso explained the construction ready plans were recently provided to the Town, thereafter; the solicitation process would begin in late January 2023.

Commissioner Linden asked questions regarding a timeline for the installation of new sound equipment. IT Director Paul McGuiness explained supply chain issues caused the delay and he anticipated installation would take place in March/April 2023.

Commissioner Linden asked questions regarding the Marina Culinary Depot. Marina Director Stephen Bogner explained the Culinary Depot was selected as a vendor for the purpose of an ice machine for commercial dockage customers.

Motion made to approve Consent Agenda item number five by Commissioner Linden, Seconded by Commissioner Michaud.

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

2. December 7, 2022 Regular Commission Meeting Minutes.
3. November 14, 2022 Stakeholders' 10th Street Ovalabout Initiative Meeting Minutes
4. Resolution 01-01-23 Approving and Authorizing The Mayor to Assign Funds Allocated to the Town of Lake Park by the Statewide Opioid Agreement to the Palm Beach County Regional Fund
5. Resolution 02-01-23 Fiscal Year End 2022/2023 Budget Adjustments
6. Resolution 04-01-23 Florida League of Cities Legislative Priorities for March 2023 Session.
7. Request to Authorize the Town Manager to Encumber and Expend Budgeted Funding Associated with the Sanitation Fund for the Repair of Front-End Loader Truck Number 44.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

8. Ordinance 01-2023 Solid Waste

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Public Works Director Travieso explained the Ordinance (see Exhibit "A"). Commissioner Linden asked questions regarding the rate increase. Public Works Director Travieso explained there were no proposed rate increases. Commissioner Linden asked additional questions

regarding single family versus multi-family unit pick-ups. Public Works Director Travieso explained single and multi-family pick-ups in terms of cubic yards and frequency of service.

Public Comment:

Rafael Moscoso expressed concerns with the Ordinance.

Commissioner Linden expressed concern with the difference in presentations; he announced that he would review the presentations in detail.

Motion made to approve Ordinance 01-2023 by Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro

Voting Nay: Commissioner Linden

Attorney Baird the Ordinance by title only.

9. Ordinance 02-2023 Mobility Plan & Mobility Fees

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED “MOBILITY PLAN & MOBILITY FEES”; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

Jonathan Paul, NUE Concept representative presented (see Exhibit "B").

Commissioner Linden questioned the use of Mobility Fees throughout the State of Florida. Mr. Paul explained, there are roughly 80 Communities in Florida that utilize Mobility Fees (e.g., City of Palm Beach Gardens, City of Wellington). Commissioner Linden requested a comparative analysis of municipalities that utilize Mobility Fees.

Commissioner Michaud questioned when the City of Wellington, Florida, implemented their Mobility Fees. Mr. Paul explained the City of Wellington had established Mobility Fees roughly

20 years ago. Mr. Paul explained that development has continued in neighboring municipalities such as Palm Beach Gardens with newly established fees.

Motion made to approve Ordinance 02-2023 by Commissioner Taylor, Seconded by Commissioner Michaud.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden
Attorney Baird read Ordinance 02-2023 by title.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

10. ORDINANCE 14-2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES BY REPEALING SECTION 78-151, ENTITLED "HOME OCCUPATIONS" AND REPLACING IT WITH A NEW SECTION 78-151 ENTITLED "HOME-BASED BUSINESSES"; PROVIDING FOR THE AMENDMENT OF TABLE 78-70-1 CONTAINED IN CHAPTER 78, ARTICLE III, SECTION 78-70 AND SECTION 78-78 OF THE TOWN OF LAKE PARK'S CODE OF ORDINANCES TO REPLACE THE TERM HOME OCCUPATIONS WITH THE TERM HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made to approve Ordinance 14-2022 by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor
Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

11. Coastal Middle and High School Waiver Requests

Alysha Mosley, Principal of Coastal Middle and High School, introduced herself and explained the waiver request.

Commissioner Taylor questioned the number of students enrolled, classrooms, and grade levels.

Ms. Mosley announced 65 students, grades 6-12 were enrolled, and utilize 4 classrooms.

Motion made to approve the Coastal Middle and High School Waiver Request by Commissioner Linden, Seconded by Commissioner Taylor.

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

12. Resolution 03-01-23 2045 Mobility Plan and Mobility Fee Technical Report.

Motion made to approve Resolution 03-01-23 by Commissioner Taylor, Seconded by Commissioner Michaud.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

13. Resolution 05-01-23 Designation of Signatories for Town Bank Accounts.

Motion made Resolution 05-01-23 by Commissioner Michaud, Seconded by Commissioner Linden.

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

PUBLIC COMMENT:

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None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird wished everyone a Happy New Year. He said that 2023 will be an exciting year for the Town and he is looking forward to working with the Town staff and manager.

Town Manager D'Agostino (see Exhibit "C"). The Commission agreed to begin presenting proclamations to local students for academic achievements.

Commissioner Linden announced an update regarding the professional recording of the Kelsey City Song.

Commissioner Michaud expressed gratitude for Former Mayor Michael O'Rourke for his service to the Town of Lake Park.

Vice-Mayor Glas-Castro announced Florida League of Cities updates.

Commissioner Taylor had no comments.

REQUEST FOR FUTURE AGENDA ITEMS: None

ADJOURNMENT: 9:15 p.m.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 18, 2023.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 01-04-2023

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

Name: RICK GOODSELL
Address: 410 NW 74 ST

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: _____

locked Restrooms

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

KESGY AND LAKE STORE PARKS

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.

Item 1.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Potholes

2

MEETING DATE: 5/10/2023

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

Name: JAMES SULLIVAN

Address: 748 PROLER BLVD

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

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

slowly
by Alex

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

2. ROAD CONVENTION THAT DR. BPP AND
COMP. CONVENTION ON ONE GOOD

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.

Item 1.



TOWN OF LAKE PARK PUBLIC COMMENT CARD

MEETING DATE: 01/04/2023

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

Name: JAMES GULLIVER

Address: 348 FLORIAN BLVD

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

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

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

COMPENSATION TOWN MANAGER WITH RESPECT
NEW EMPLOYEES TO TOWN

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.

Item 1.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

(4)

MEETING DATE: 1/4/2023

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

Name: Rafael 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:

#3 #7

Consent Agenda

about
staff-mechanical expertise

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.

Item 1.



TOWN OF LAKE PARK PUBLIC COMMENT CARD

MEETING DATE: 1/4/2023

Cards must be submitted before the item is discussed!!

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

Name: Rafael Moscoso

Address: 429 GREENSBAR 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:

070 01-2023

Item #8

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.

Item 1.

ORDINANCE 01-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; 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 Chapters 163, Florida Statutes; and

WHEREAS, the Town operates a Sanitation Utility (the Utility) that provides f solid waste collection and disposal services within the Town; and

WHEREAS, the operation of the Utility furthers the health and welfare of Town residents, visitors, and businesses; and

WHEREAS, there is a need to amend certain definitions and clarify certain language pertaining to the Utility's operations, and associated policies and procedures

WHEREAS, the Town Commission has determined that amending Articles I, II, III and V of Chapter 24, *Solid Waste*, will further the public's health, safety and general welfare.

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

Section 1. The foregoing recitals are hereby incorporated herein as true and correct.

Section 2. CHAPTER 24, of the Code of Ordinances, entitled "SOLID WASTE" , is hereby amended as follows:

Chapter 24 SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The definitions located in F.S. § 403.703 shall apply to this chapter. In addition, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky ~~wastes~~waste means large, noncontainerized, discarded items placed for disposal such as large boxes, barrels, crates, large furniture and large appliances, but not including yard and garden trash items, as defined in this section.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes ~~including~~or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. ~~For the purpose of billing the annual assessment,~~ Commercial single-family and/or multifamily units ~~will~~or grouping of five or more units shall be billed ~~the residential assessment rate accordingly,~~in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Commercial trash means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of Commercial Properties, i.e.: stores, offices, public buildings, residential rental properties and other business places. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

Compactor means a metal container (dumpster or roll-off box) that contains a packing mechanism and an internal or external power unit.

Containerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, and which can be stored for collection in an approved refuse container, e.g., food packaging, small appliances, small toys, dishes, etc.

Containerized light yard trash means any and all accumulations of bagged waste vegetation ~~having a maximum diameter of four inches and which is stored~~placed for collection ~~in an approved refuse container,~~ or any and all accumulations of waste vegetation ~~loosely piled~~arranged in a single pile for collection in a quantity/volume not exceeding ~~two~~ten cubic yards, (approximately 18' Long x 4' Wide x 4' Tall), other than grass clippings.

Dumpster means a metal container of not less than two cubic yards or larger than eight cubic yards, made of watertight construction with doors opening on top, and constructed so that it can be emptied mechanically by specially equipped trucks.

Garbage means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects; bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

Heavy yard trash means any and all accumulations of waste vegetation having a diameter of more than four inches or which is loosely piled for collection in a quantity of more than ~~two~~ten cubic yards, other than grass clippings. The term "heavy yard trash" shall also include any and all accumulations of soil and/or sod piled for collection.

Industrial waste means any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except minor household repair projects performed by the owner or occupant), and public works type construction projects whether performed by a governmental unit or by contract.

Loading and unloading area means any designated loading or unloading space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.

Minor household repairs ~~means~~mean minor residential household repairs for which no permit is required under the technical codes and which are done exclusively by an occupant of the residence.

Multifamily residential unit means any building containing more than one dwelling unit.

Noncontainerized household trash (see also Bulky waste) means any and all accumulations of waste material generated in and about the home, other than garbage, which cannot be stored for collection in an approved refuse container due to its larger size; e.g., furniture, large toys, lawn mowers, etc.

Parking lots means areas on commercial and/or public properties designed specifically for vehicular parking.

Premises means lots, sidewalks, alleys, rights-of-way, grass strips and curbs up to the edge of the pavement of any public thoroughfare.

Public property means any area that is used or held out to be used by the public, whether owned or operated by a public interest, including but not limited to highways, streets, alleys, parks, recreation areas, sidewalks, grass strips, medians, curbs or rights-of-way up to the edge of the pavement of any public thoroughfare or body of water.

Refuse means solid waste accumulations consisting of garbage, containerized household trash, noncontainerized household trash, containerized light yard trash, heavy yard trash, white goods/large appliances, and commercial trash as defined in this section.

Refuse containers and receptacles means approved and unapproved vessels used to store all types of garbage, trash, waste and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off boxes and rollout carts.

Residential property means any single-family ~~and~~ dwelling that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units maintained has been approved by the town commission to be classified as homestead property-commercial property. Residential properties are typically serviced through the use of rollout carts.

Roll-off box means a container varying in capacity between ten cubic yards and 40 cubic yards which is used for collecting, storing and transporting building materials, business trash, industrial waste, hazardous refuse, refuse or yard trash. The container may or may not use an auxiliary stationary packing mechanism for compaction of materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

Rollout cart means a ~~6064~~-gallon to ~~10196~~-gallon plastic container of a type approved by the town manager or designee, of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit- that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes.

(Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 11-2002, § 1, 4-17-2002; Code 1978, § 10-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-2. Garbage, trash and recyclable collection reserved exclusively in town or its contractors.

The governmental function of collection, removal and disposal of all garbage, trash and recyclables within the municipal limits of the town is exclusively vested in the municipal government of the town, its contractors and franchises, and all other individuals, persons, firms or corporations are specifically and expressly prohibited from engaging in that practice or business within the corporate limits of the town and from utilizing the publicly dedicated streets, alleys and other thoroughfares for such purposes.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-2)

Sec. 24-3. Administration of chapter.

Collection, storage and disposal of all garbage and trash shall be in accordance with this chapter. The administration of this chapter shall be the duty of the town manager or designee except as otherwise stated.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-3)

Sec. 24-4. Policies, rules and fees.

Any policy, rule, fee, charge or assessment for the proper administration of this chapter may be established by resolution of the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-4)

Sec. 24-5. No profit requirement for town contractors or franchisees.

Any other applicable ordinances or laws to the contrary notwithstanding, all contractors or franchisees of the town shall be required to properly and timely fulfill all the terms and conditions of their contracts/franchisees, including all fees and prices, and said contractors/franchisees, or their agents or subsidiaries shall not, as a matter of law, be entitled to a profit on their respective contracts/franchisees.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-5)

Sec. 24-6. Deposit other than in approved container.

No person shall place or keep garbage or trash anywhere within the town in any vessel or receptacle other than in a standard, approved garbage or trash container from which regular collections are made unless otherwise provided by this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-6)

Sec. 24-7. Use of receptacles by other persons.

It shall be unlawful for persons to use receptacles, containers, or rollout carts owned or assigned to other persons.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-7)

Sec. 24-8. Dumping on property owned by others prohibited.

It shall be unlawful to dispose or discard any garbage, trash or litter on property owned or controlled by someone else. Violations shall be subject to a fine pursuant to the Town's fee schedule as is established from time to time by the adoption of a resolution by the Town Commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-8)

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-9. Offensive deposits; burying and depositing in waterways.

No person shall deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant or unoccupied lot, or any creek or watercourse any noxious, filthy, malodorous or offensive liquid or solid material, garbage or trash.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-9)

Cross reference(s)—Waterways, ch. 76.

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-10. Out-of-town refuse; transfer station.

It shall be unlawful for any person or agent to deposit any form of refuse collected outside of the town's corporate limits at any place within the town's corporate limits.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-10)

Sec. 24-11. Appliances with locking or magnetic door closing devices.

It shall be unlawful for any person to leave outside any building, in a place accessible to children, any appliance, refrigerator or container with a locking or magnetic door closing device unless the door or lid has been removed.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-11)

Sec. 24-12. Recyclable materials and recycling containers.

- (a) It shall be unlawful for any unauthorized person or agent to remove articles or otherwise disturb materials in recycling containers, or to remove, damage or destroy recycling containers.
- (b) It shall be unlawful to place any material not suitable for recycling in a recycling container.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-12)

Sec. 24-13. Responsibility of owner.

Ultimate responsibility for compliance with the provisions of this chapter shall lie with the owner of the property in question. This shall not, however, preclude an enforcement action against another person occupying, controlling or otherwise responsible for a property upon which there is found to be a violation of this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-13)

Sec. 24-14. Enforcement.

The provisions of this chapter shall be enforced through the code compliance board or through the alternate code enforcement procedures, except that the collection of fees, costs and assessments shall be enforced pursuant to procedures provided in article IV of this chapter or by the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-14)

Sec. 24-15. Collection and enforcement during an emergency declaration.

A property owner, or the tenant of a residence or business shall not place any debris, trash vegetative yard waste, or recycling materials out for collection once the mayor has rendered a declaration of emergency for the town. In the event of a violation of this section occurs, the town may immediately dispose of the materials and charge its actual costs of collection and disposal, along with a one-time \$250.00 fee and any other administrative charges it incurs and invoice the property owner or business for the payment of these costs. If the costs are not paid, the town may record a lien against the property.

(Ord. No. 12-2018, § 2, 10-17-2018)

Secs. 24-16—24-30. Reserved.

ARTICLE II. RESIDENTIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-31. Base collection service.

Base collection service shall include collection and disposal of containerized garbage, single-family light yard trash and containerized household trash and recyclable materials. Containerized garbage and trash shall be placed in containers provided by the town.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-19)

Sec. 24-32. Special collection service.

Any refuse which is not provided for as part of the base collection service established herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-20)

Sec. 24-33. Collection schedule.

The schedule for solid waste collection services shall be established and may be amended by resolution of the town commission.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-21)

Sec. 24-34. Approved containers.

~~(a)~~ *Building materials.* The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the Town's Public Works Department for roll-off containers from providers approved by the Town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the Town's fee schedule which is adopted from time to time by a resolution of the Town Commission.

(b) *Garbage and trash.* The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantity and location of receptacles on developed properties and shall determine whether containers are serviceable.

(b) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-22)

Sec. 24-35. Additional/replacement containers.

The town may set aside funds within its budget for periodic replacement of garbage and trash, and recycling containers. Additional containers and interim replacement of such containers as are lost, damaged or stolen shall be obtained at the expense of the owner or occupant of the residence.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-23)

Sec. 24-36. Container maintenance.

- (a) *Responsibility for maintenance.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering containers.* All garbage and trash containers shall be kept tightly covered at all times, except as it is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-24)

Sec. 24-37. Underground containers prohibited.

Containers stored partially or totally below the surface of the ground are prohibited. Existing underground containers must be removed and spaces remaining shall be properly filled with soil or other suitable material.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-25)

Sec. 24-38. Preparation of materials for collection.

- (a) *Garbage.* All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.

- (b) *Containerized household trash.* Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.
- (c) *Noncontainerized household trash and white goods/large appliances.* Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.
- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) *Heavy yard trash.* Except as provided in section 24-39(d), ~~persons engaged in either~~ residents, including tenants or lessees engaging a commercial landscape or lawn maintenance business shall be required to notify the town of heavy yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) *Recyclables.*
- (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
 - (2) Designated recyclables for this townwide program shall consist of the following materials:
 - a. Newsprint plus glossy, printed material;
 - b. ~~Aluminum~~ Food and beverage cans;
 - c. Clear, brown or green glass containers, with caps and lids removed;
 - d. Plastic containers, with markings indicating suitability for recycling; and
 - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) *Special/prohibited materials.*
- (1) *Dangerous trash items.* It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so

as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.

- (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- ~~(4) *Building materials.* Residents, including tenants or lessees engaging a building contractor or installer shall make arrangements with the town's approved roll-off container provider for the provision of a container and the proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said roll-off container and removal services shall be borne by the residents, including tenants or lessees, or their contractor or installer.~~
- (5) *Minor building repairs.* Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (6) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (7) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-26)

Sec. 24-39. Placement of containers, materials and vehicles.

- (a) *Placing of refuse and refuse containers for collection.* No refuse or refuse container shall be kept upon or adjacent to any street, sidewalk, ~~parkway~~~~swale~~, front yard, side yard or other place within the view of persons using the town's streets and sidewalks, except that:
- (1) No earlier than 4:00 p.m., on the day preceding that upon which refuse collections are customarily made from such premises, or no later than 7:30 a.m., on the day on which refuse collections are customarily made from such premises, refuse containers and noncontainerized yard or household trash shall be placed within six feet of the street or just inside the public walk for the purpose of permitting the collection of refuse therefrom, and such refuse containers shall be removed from such place on the same day collection is made.
 - (2) On streets where no ~~parkways~~~~swales~~ or lawn areas near the street are available for the placement of refuse containers of noncontainerized trash, the owner or occupant shall place same adjacent to the driveway but not further than six feet from the street.
- (b) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (c) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon, or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (d) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (e) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for a return trip or other additional service made necessary by a violation of this section. Violations may also be subject to a fine pursuant to the Town's fee schedule approved by Resolution of the Town Commission.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-27)

Secs. 24-40—24-70. Reserved.

ARTICLE III. COMMERCIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-71. Base collection service.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the town commission.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-36)

Sec. 24-72. Special collection service.

Any refuse which is not prepared for collection as provided herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-37)

Sec. 24-73. Collection schedule.

Commercial accounts will be serviced on a Monday through Friday basis with the number of pickups being determined by the type of business and amount of garbage/trash generated in accordance with the determination made pursuant to section 24-71.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-38)

Sec. 24-74. Approved containers.

(a) *Garbage and trash.* The town shall require the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size and quantity of receptacles as well as the frequency of pickup for receptacles on developed properties. Said determination shall be made by the town manager or designee on an equitable basis which may include, but not be limited to, the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority. All mechanical containers shall be purchased by the town and rented to all commercial customers with the rental fee paid as part of the standard rate fee. The town shall determine whether containers are serviceable.

(b) *Recyclables.* Only containers designated by the town shall be utilized for recyclable material collection.

(c) *Roll-off boxes.* Commercial customers, if required to utilize a roll-off ~~box~~ container, shall obtain roll-off/roll-on collection service through a provider holding a franchise from the town and shall make payment therefor to the franchisee.

~~(d)~~ *Building materials.* The property owner of any property which requires a roll-off containers to secure and remove building materials or which is associated with other permitted activities, shall make arrangements with the Town's Public Works Department to for roll-off containers from a provider approved by the Town. A property owner's failure to do so may result in a fine pursuant to the Town's fee schedule adopted from time to time by a resoltuion of the Town Commission.

(e) *Charges based on capacity.* The charges established pursuant to section 24-111 for mechanical containers and commercial refuse container service shall accrue and be payable on the total capacity of the container whether or not it is full.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-39)

Sec. 24-75. Container maintenance.

- (a) *Responsibility.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering of containers.* All garbage and trash containers shall be kept tightly covered at all times, except as is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 11-2002, § 2, 4-17-2002; Code 1978, § 10-40)

Sec. 24-76. Container storage/screening.

- (a) *Prohibited locations.*
 - (1) *Generally.* Dumpsters shall not be located within the right-of-way of a public street or alley.
 - (2) *Special exception:* For buildings constructed prior to adoption of the ordinance from which this section is derived and where unusual conditions exist which do not provide for the usual placement of refuse containers on the property as provided herein, the community development department, after consultation with the property owner or representative, as applicable, shall determine a satisfactory alternative location for the placement of said refuse container.
- (b) *Requirements for building renovation, modification or erection of new structures.* Prior to the issuance of a building permit by the community development department for the renovation, modification or erection of a new structure other than single-family dwellings, provisions must be made for the storage and handling of refuse and recyclables. Such arrangements shall provide free access to containers by mechanized equipment at all times. The community development department, after consultation with the contractor or owner, as applicable, shall determine the proper location for said containers.
- (c) *Dumpster placement surface.* Newly developed properties shall provide a concrete dumpster placement surface, in accordance with the specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet- for a single refuse container.
- (d) *Replacement of dumpster placement surface.* When existing dumpster placement surface requires replacement due to deterioration, the replacement surface shall be of concrete, and in accordance with specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet- for a single refuse container.
- (e) *Screening of refuse containers and receptacles.* The regulations provided in this subsection shall apply to all developed properties except as provided herein. The regulations provided

in this subsection shall not apply to the temporary use of refuse containers and receptacles, such as those placed on-site during construction.

- (1) Refuse containers and receptacle enclosures shall be screened from view, from public streets and abutting properties, wherever practical as determined by the community development department.
- (2) Sufficiency of accessibility to dumpsters shall be determined by the community development director and/or the town manager or designee.
- (3) A building permit shall be required for construction of receptacle screening enclosures. Such construction shall be in compliance with the town building code.
- (4) Natural plant screening materials shall be capable of attaining a height of six feet within two years of installation and shall be maintained at a height not greater than that of any dumpster enclosure.
- (5) All refuse containers and receptacles must be placed on a hard surface. Such surface shall be repaired or replaced as needed at the expense of the owner.
- (6) Screening enclosures, if not currently provided to the specifications herein, shall be in compliance with this section within six months of the effective date of the ordinance from which this chapter is derived.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-41)

Sec. 24-77. Preparation of materials for collection; special/prohibited materials.

- (a) *Hazardous, contagious or medical refuse.* It should be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (b) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (c) *Building materials.* ~~A building contractor or installer shall make arrangements with the town for proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said removal shall be borne by the contractor or installer.~~ All properties which require a roll-off container to secure and remove building materials during construction, or

other solid waste materials shall make arrangements with the Town's Public Works Department for roll-off containers from providers approved by the Town. The failure to do so may result in a fine pursuant to the fee schedule adopted from time to time by resolution of the Town Commission.

- (d) *Minor building repairs.* Building materials resulting from minor building repairs performed by the owner or occupant of a commercial property may be placed in the refuse container used for regular garbage and trash collection service. Discarded lumber pieces must be no longer than four feet and without nails. Subject to the approval of the town's public works department, larger materials may be ~~picked up by special request~~ placed at a predetermined location for collection at an additional charge.

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(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-42)

Sec. 24-78. Placement of containers, materials and vehicles.

- (a) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (b) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (c) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (d) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for return trips or other additional service made necessary by a violation of this section.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-43)

Sec. 24-79. Construction and demolition sites.

- (a) *Receptacles and containers required.* It shall be unlawful for any contractor to fail to provide a suitable ~~on-site receptacles, bulk containers or detachable~~ number of approved roll-off containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on ~~the~~ a construction site. Roll-off containers, if required, shall be obtained through a provider holding a franchise from the town and shall be payable to the franchisee. All material on construction sites shall be containerized by the end of each day and the site shall be kept in a reasonably clean and litter-free condition. ~~The number of receptacles, bulk containers or detachable containers shall be determined by the town manager or designee. Construction sites shall be kept reasonably clean and orderly at all times.~~

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- (b) *Removal of concrete or other substances deposited on road surface.* Where concrete or any other substance permanently affixes itself to the road surface, causing the surface to be uneven or defaced, it shall be immediately removed by person responsible. The person responsible, as identified in this section, shall mean the driver of the vehicle which deposited the substance onto the street, the driver's employer, the owner of the real property containing the construction or demolition site and/or the prime contractor in charge of a site from where the substance originated.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-44)

Sec. 24-80. Loading and unloading areas.

Any person maintaining a loading or unloading area shall provide a suitable number and type of receptacles for loose debris, paper, packaging materials and other trash. Such person shall maintain this area neat, clean and litter free.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-45)

Sec. 24-81. Parking lots.

All commercial and public parking lots shall have refuse receptacles distributed within the parking area. All receptacles shall be weighted or attached to the ground as necessary to prevent spillage. It shall be the responsibility of the owner of the parking lot to provide a suitable number and type of receptacles and to collect the refuse and trash deposited in those containers and store this material in an approved refuse container for collection by the town.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-46)

Secs. 24-82—24-110. Reserved.

ARTICLE IV. RATES AND CHARGES

Sec. 24-111. Town commission to set rates, billing and collection policy.

By resolution or other official action, the town commission shall establish and may periodically amend such rates, fees, charges and other assessments to residential, commercial, agricultural and governmental persons and entities as it shall deem necessary or proper for the administration of this chapter. Such assessments may include requirements for prepayments or deposits based upon credit history and other relevant considerations. Further, said resolution or other official action may set other collection related policies including, but not limited to,

deadlines for payment, declaration of delinquency, service fee for a dishonored check, discontinuation of service.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-55)

Sec. 24-112. Fee debt to town; late fee; enforcement.

- (a) *Fee as debt.* The amount of any charge, fee or assessment due under this article is hereby declared to be a debt due to the town, or its agents, and any person required under the terms of this chapter to have accumulations of garbage and trash removed and disposed of by the town, or its agents, shall be liable to the town for that debt.
- (b) *Late fees.* Any bill remaining unpaid for a period of 30 days after rendition shall be delinquent and shall be subject to a late fee established by the town. Additionally, the town shall take legal action to enforce collection of the debt.
- (c) *Enforcement of lien.* A debt created hereunder may be enforced by a lien on real or personal property, by revocation of a business tax receipt and/or by any other lawful means. Any and all costs of enforcement, including attorneys' fees, shall be borne by the party or parties for that debt.
- (d) *Liability for charges and assessments for disposal costs.* Notwithstanding anything herein to the contrary, each property owner and user shall be jointly and severally liable for all charges and assessments for collection and disposal costs.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-56; Ord. No. 11-2006, § 6, 12-6-2006)

Sec. 24-113. Person billed for water shall be responsible for charges.

In addition to any person otherwise identified herein, the person or company in whose name water services are billed by the town or designated billing agent shall be considered and declared to be, for the purpose of the enforcement of this chapter, jointly and severally responsible for the payment of fees, rates and charges due pursuant to this chapter.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-57)

Secs. 24-114—24-140. Reserved.

ARTICLE V. SOLID WASTE ASSESSMENT

Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Annual solid waste assessment roll means a list confirmed by the town commission each fiscal year of all lots and parcels of assessed property in the town within the boundaries of the town containing the following information:

- (1) A summary description of each lot and parcel conforming to the description contained on the real property assessment roll;
- (2) The name and address of the owner of each lot and parcel as reflected on the real property assessment roll; and
- (3) The annual solid waste assessment imposed on each residential lot or parcel as established in the rate resolution.

Assessed property means such lots or parcels as may be designated by the town commission in the rate resolution, against which the solid waste assessment is imposed.

Assessment date means January 1 of each year, or such other date as may be designated by the town commission, which date shall constitute the date on which the solid waste assessment is imposed as a lien against assessed property listed on the annual solid waste assessment roll or on any addendum thereto.

Building means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. The term "building" shall include trailers, mobile homes, or any vehicles serving in any way the function of a building.

Commercial property means ~~all improved~~any property ~~which is used~~utilized for commercial, governmental, agricultural, and industrial ~~or other nonresidential purposes.~~

~~Commission means the town commission~~ or single-family and/or multifamily units or grouping of the Town five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of Lake Park, Florida. five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Governmental property means all property owned by any federal, state, county, municipal or local governmental units, or any agency of such governmental unit, including school boards.

Improved property means all residential and commercial property, containing a building that generates, or is capable of generating, solid waste.

Mobile home means manufactured homes, trailers, campers and recreational vehicles.

Rate resolution means the resolution adopted by the town commission under the provisions of section 24-145 establishing the schedule of solid waste assessments to be imposed, and the categories of assessed property.

Real property assessment roll means the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes on real property.

Residential property means ~~all improved property which contains~~ any single-family dwelling maintained that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town ~~manager or the~~ commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes. Residential properties are typically serviced through the use of rollout carts.

Solid waste means all types of garbage, trash, refuse and recyclables described, defined or contemplated pursuant to this chapter.

Solid waste assessment means the annual non-ad valorem special assessment imposed upon a ~~lot or parcel of improved~~ residential property in the town to pay for the cost of collection, disposal and management of solid waste generated or capable of being generated from such property and the administrative costs related thereto.

Solid waste assessment category means the classification of improved property incorporated in the rate resolution ~~for the imposition of the solid waste assessment for such property;~~ which, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-70)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-142. Findings.

It is hereby ascertained, determined and declared that:

- (1) The requiring of all persons owning or occupying improved property within the town to dispose of solid waste and other wastes and discarded property generated on such property in accordance with the provisions of this chapter will greatly reduce the instances of illegal dumping and littering.

- (2) It is necessary to the health, welfare and safety of the residents of the town to provide for a comprehensive program for collection and disposal of solid waste.
- (3) It is further necessary in the implementation of such a comprehensive program to require all persons owning or occupying residential or commercial property within the town to have their solid waste collected and disposed of pursuant to the town's program for same.
- (4) The imposition of an annual solid waste assessment is the most equitable and efficient method allocating and apportioning the cost of collection and disposal of solid waste ~~among classifications of property~~ for residential properties within the town.
- (5) The annual solid waste assessment imposed under this article to pay the cost of administration and operation of the town's system for collection and disposal of solid waste for ~~commercial and residential~~ property properties is a non-ad valorem (special) assessment within the meaning and intent of F.S. § 197.3632, or its successor in function.
- (6) It is hereby declared and determined by the town that the town's system for collection and disposal of solid waste for commercial and residential properties shall and does constitute a benefit to such properties which is equal to or in excess of the cost of providing such service.
- (7) That each property assessed hereunder does receive a special benefit from the services to be provided pursuant to this chapter and that the assessment contemplated hereunder is fairly and reasonably apportioned among such properties receiving such special benefit.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-71)

Sec. 24-143. Mandatory disposal of garbage, trash and recyclables.

All solid waste generated within the town shall be disposed of exclusively pursuant to the town's program for the collection and disposal of such solid waste as provided by this chapter.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-72)

Sec. 24-144. Prima facie evidence of accumulation of garbage, trash and recyclables.

The fact that any commercial or residential property is capable of being occupied shall be prima facie evidence that solid waste is being generated from or accumulated upon such property.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-73)

Sec. 24-145. Imposition, amount and collection of assessment.

- (a) *Imposed.* There is hereby imposed on the assessment date against each lot or parcel of ~~improved~~residential property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.
- (b) *Amount of assessment.* The amount of the solid waste assessment imposed each fiscal year against each lot or parcel of ~~improved~~residential property shall be at the rate established in the rate resolution for the solid waste assessment category applicable to such property.
- (c) *Collection and enforcement.* It is the intent of the town commission that the cost of collection and disposal services as well as the management and administrative costs and other costs reasonably related to such services be paid through the imposition of the annual solid waste assessment on all ~~improved property~~residential properties; provided that the commission may provide for a separate method of collection for the cost of disposal of solid waste or certain categories thereof. It is further the intent of the town commission to utilize the provisions of F.S. § 197.3632, and its successor, to provide a uniform method for the levy, collection and enforcement of this non-ad valorem assessment.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-74)

Sec. 24-146. Adoption of rate resolution and solid waste assessment roll.

The rate resolution shall fix and establish the solid waste assessment ~~categories for~~residential properties and ~~solid waste assessment~~commercial dumpster rates to be imposed within each solid waste assessment category for the ensuing fiscal year.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-75)

Sec. 24-147. Adoption of uniform method.

The town commission does hereby adopt the uniform method for levy, collection and enforcement of non-ad valorem assessments as specified in F.S. § 197.3632, and its successor, for the imposition of the solid waste assessment pursuant to this article.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-76)

Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.

- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.
- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.
- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
 - (1) The name and address of all owners of the parcel;
 - (2) The address and parcel number of the property for which the correction is sought;
 - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

The town manager, or the town manager's designee, shall review the petition and shall correct any errors upon finding that the owner has demonstrated an error in the classification or assessment amount assigned to such parcel. In making such determination, the standards set out in the rate resolution shall be followed.

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refund shall be paid to the person or party making payment. The owner

receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.

- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal. The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.
- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk ~~to the town commission~~. Petitioner and the town shall have the right to:
 - (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross examine witnesses on any relevant matter; and
 - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for

a review by writ of certiorari in accordance with the applicable Florida Appellate Rules.
However, this provision shall not be construed to limit any other remedy provided by law.
(Ord. No. 18-1994, § I, 12-14-1994; Code 1978, § 10-77)

Public Hearing: Ordinance on First Reading Amending Articles I, II, III and V of Chapter 24, Solid Waste, of the Town's Code of Ordinances

Roberto Travieso
Department of Public Works



Background



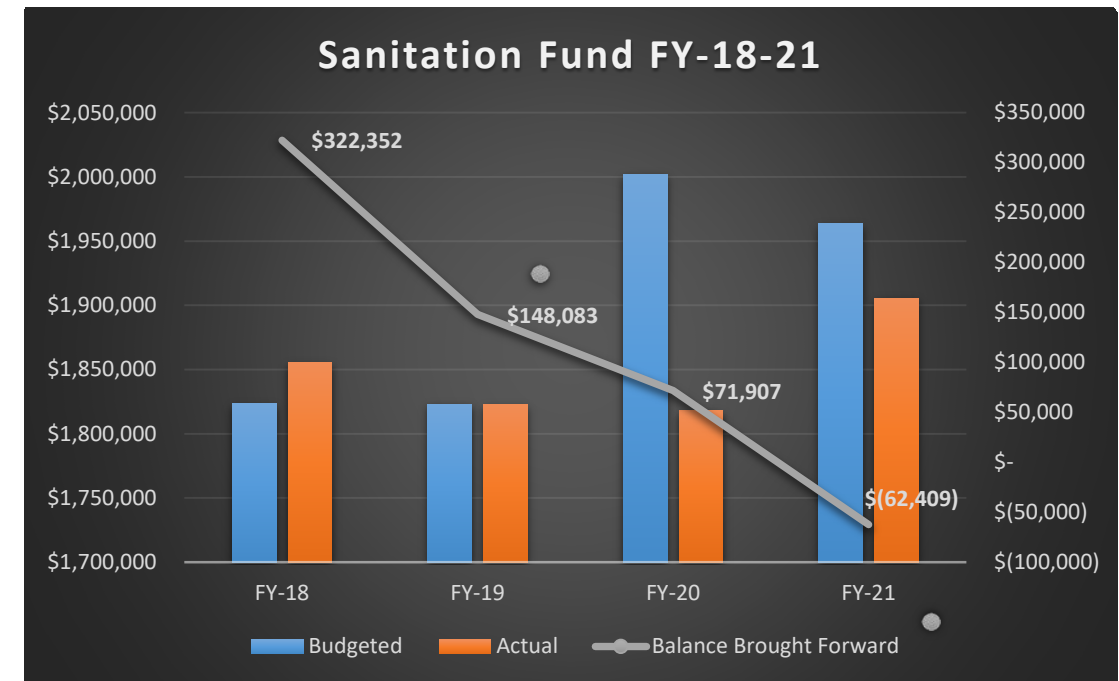
- The Town is required to provide solid waste collection and disposal services
- The Town, through the PWD, operates an in-house Solid Waste (Sanitation) Utility
- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community





The Sanitation Fund

- Operates as a self-supporting Enterprise governmental fund
- Has historically fluctuated, borrowed from Reserves
- Impacted utility operation, rate stability, and planning for current/future needs



Sanitation Equipment



- Currently operates ten (10) trucks with an average years in service of **7.8 Years**
 - Nine of 10 trucks are past their recommended service life
- Results in frequent out-of-service periods and extended lead times for parts & service



Recent Sanitation Rate History



- No regular Rate updates until **2020**, despite increasing operational costs
- Completed Sanitation Rate Study in **2020**, recommended incremental rate adjustments
- Residential and Commercial Rates increased 9% in **2020**
- Completed Commercial & Multi-Family Classes Rate Study in **2022**
- Residential Rates increased by 10% in **2022**
- Commercial Rates increased by 19.7% in **2022** (Commercial NAV also discontinued)

2022 Sanitation Rate Study



- Multi-Family Dwellings:
 - Code does not differentiate between single-family and multi-family dwellings
 - Single-family/<5 unit multi-family dwelling = **\$258.37**
 - >5 unit multi-family dwelling = **\$174.97** (**38.5%** lower than single-family)
 - Multi-family (5 units or greater) w/ dumpster service: **44 of 50 (88%)**
 - Residential Single-family and Multi-family dwellings have differing solid waste generation rates and collection requirements

Recommendations



- Transition Multi-Family (5 units or greater) to Commercial Rate Class
 - Requires Update to Ordinance
 - Aligns Rate Class w/ Type of Service (Industry standard)
 - Projected Revenue increase of **\$88,000.00 (29% at 2021's rates)**
 - **Varying** cost increases for dumpster services (Billed to HOA's)
 - Proposed Schedule for Key Events:
 - **12/26/2023:** Direct Mailer sent to stakeholders announcing subject hearings
 - **Jan-Mar 2023:** Complete proposed Rate Study
 - **Apr 2023:** Public Workshop: Study findings, transition strategies, etc.
 - **Oct 2023 (FY-24):** *Transition of multi-family (5+ units) to new Rate Class*



Multi-Family (5+ Units) Example

- **Property:** Lake View Condominium, 810 Lake Shore Drive
Service: (2) 4-cy x3/week

Annual NAV Assessment to EA Property Owner (46 Units)	Total Annual NAV Assessment (Revenue)	Proposed <u>Monthly</u> Commercial Dumpster Fees Billed to HOA's	Proposed <u>Annual</u> Commercial Dumpster Fees (Revenue) Billed to HOA's
\$174.97	\$8,048.62	\$1,176.24	\$14,114.88



Multi-Family (5+ Units) Example



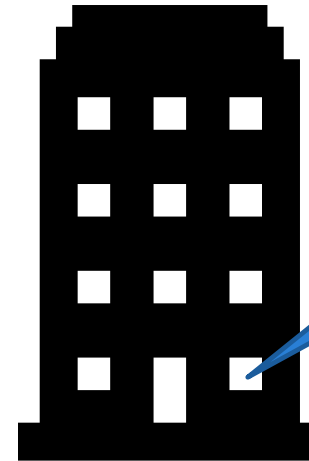
Qty: 2, .5-CY Carts/Week

Single-Family Home

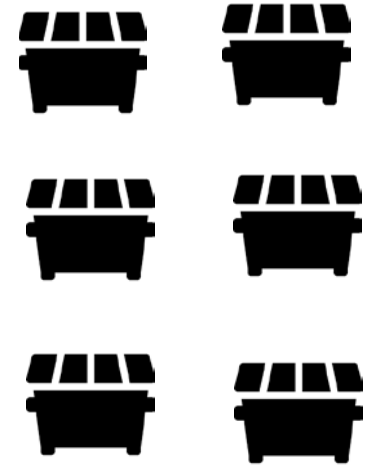
Annual NAV Assessment: **\$258.37**

Average # of Occupants: 3.4 occupants (per US Census)

Total Allowed Set Out Volume: **1 Cubic Yard/Week**



Unit 103



Qty: 2, 4-CY Dumpsters x 3/Week

EA Lake View Condominium Unit:

Annual NAV Assessment: **\$174.97**

Average # of Occupants: 3.4 occupants (per US Census)

Total Allowed Set Out Volume:

As much as 24 Cubic Yards/Week

Chapter 24: Solid Waste



- **Organization:** Divided into Five (5) Articles
- **Most recent update:** 2002
- **Primary purposes for proposed revisions:**

Facilitate implementation of the Rate Study Recommendations, Modernize the Solid Waste Code, and promote fiscal and operational stability for the utility by:

- Updating general text
- Updating certain procedures and policies
- Reclassifying Multi-family properties (5 units or greater to Commercial Rate Class)



Highlights of Proposed Revisions

- **Article I, Sec. 24-1. and Article V, Sec 24-141, Definitions:**

Current Text:

Commercial property means any property utilized for commercial purposes including single-family and/or multifamily units or grouping of units maintained as residential rental units. For the purpose of billing the annual assessment, commercial single-family and/or multifamily units will be billed the residential assessment rate accordingly.

Proposed Text:

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.



Highlights of Proposed Revisions

- **Article I, Sec. 24-1. and Article V, Sec 24-141, Definitions:**

- Updated definition of *Residential Properties* to clarify differences between single-family and multi-family (4 or less and 5 or greater) type of properties
- Updated definition for *Single-family Residential Unit* to further delineate when it becomes a Commercial Property

- **Article I, Sec. 24-1. Definitions:**

- Updated definition for *Containerized Light Yard Trash* to allow for additional set-out volume
- Updated definition of *Rollout Cart* to reflect current volume of containers



Highlights of Proposed Revisions

- **Article I, Sec. 24-8. Dumping on property owned by others prohibited:**
 - Updated text to emphasize the applicability of fines in case of violation
- **Article II, Secs. 24-34 and 24-74. Approved Containers:**
 - Relocated text from Section 24.38.h.4 and 24-77.c to sections 24-34 and 24-74, respectively, to improve Ordinance organization and clarify the requirements and procedures pertaining to the use of roll-off containers by residential property owners/occupants in the Town
- **Article III, Sec. 24-79. Construction and Demolition Sites:**
 - Updated text to clarify the requirements and procedures pertaining to the use of roll-off containers by residential property owners/occupants in the Town



Discussion/Questions



TOWN OF LAKE PARK

MOBILITY PLAN & MOBILITY FEE

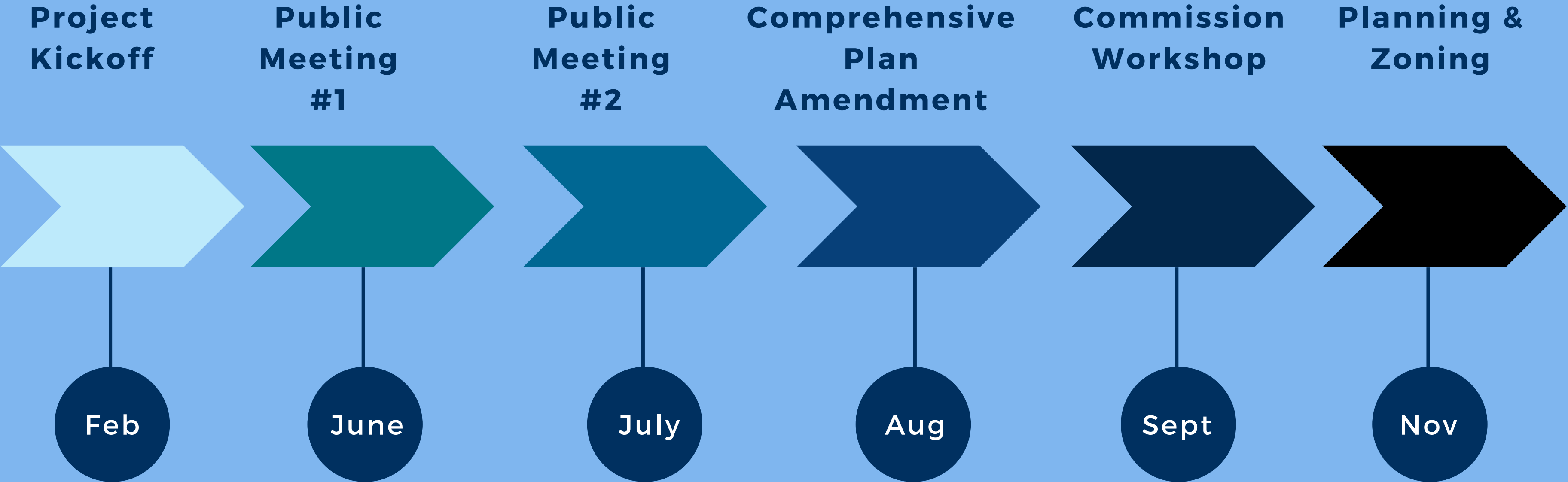
January 4th, 2023

2045 Mobility Plan & Mobility Fee

- **A Mobility Plan** is a vision over the next **22 years** for moving **people**.
- **Mobility Plans** create a balance between reducing congestion and support community growth.
- **Mobility Plans** are required by Florida Statute to serve as the basis for development of a **Mobility Fee**.



Project Process



Updated Mobility Plan

- Includes updates based on staff feedback and guidance from Commission & PZB workshops
- New future roads removed or alignments adjusted to minimize impacts to Scrub Natural Area
- New future developer roads removed (west) where in conflict with proposed developments
- Identifies projects requiring private or County ROW, utility easements, or outside of Town limits
- Waterfront promenade alignment updated



2045 LAKE PARK MOBILITY PLAN

DRAFT

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Item 1.



Lake Park Mobility Fee & County Road Impact Fee

Scenario A (recommended)

- Town Mobility Fee assessed in addition to County RIF
- Includes local contribution for road capacity (10-20%) and multimodal projects (10-50%)
- Lower Town fee, but overall higher fee (Town + County) for development (barring County negotiations)

Lake Park Mobility Fee & County Road Impact Fee

Alternative

- Town Mobility Fee only
- Not recommended at this time due to:
 - County Agreement on Comprehensive Plan
 - Pending fee litigation
 - Requesting County extend Park Ave
 - Innovative intersection needs @ Park Ave, Old Dixie, 10th St
 - Requesting Ovalabout
 - Proposed Silver Beach Rd Improvement
 - Requesting intersection improvements at high crash locations on Congress

Mobility Fee (Scenario A)

- Mobility Fee calculation and rates updated based on changes to the Mobility Plan
- New draft Fee Schedule
- Decrease in overall cost of the Plan (compared to Draft 1)
- Decrease in Person Miles of Capacity Rate
- Decrease in most Mobility Fee rates

Technical Report

Person Miles of Travel Rate (PMTr) per Assessment Area

$$\begin{aligned} \text{ICfs} &= (1 - 0.217) = 0.783 \\ \text{ICfn} &= (1 - 0.111) = 0.889 \\ \text{ACSTmp} &= (\text{UCSTmp} \times \text{ECEf}) \times \text{NGEf} \\ \text{ACSTmps} &= (\text{ACSTmp} \times \text{ICfs}) \\ \text{ACSTmpn} &= (\text{ACSTmp} \times \text{ICfn}) \\ \text{PMTre} &= (\text{ACSTmp} / \text{PMTi}) \\ \text{PMTrs} &= (\text{ACSTmps} / \text{PMTi}) \\ \text{PMTrn} &= (\text{ACSTmpn} / \text{PMTi}) \end{aligned}$$

Where:

$$\begin{aligned} e &= \text{East Assessment Area (Map A)} \\ s &= \text{Southwest Assessment Area (Map A)} \\ n &= \text{Northwest Assessment Area (Map A)} \\ \text{UCSTmp} &= \text{Unfunded Cost of Mobility Plan projects (Table 14)} \\ \text{ECEf} &= \text{Existing Conditions Evaluation factor of 1.00 (Table 7)} \\ \text{NGEf} &= \text{New Growth Evaluation factor of 1.00 (Table 15)} \\ \text{ACSTmp} &= \text{Attributable Cost of Mobility Plan projects} \\ \text{ICf} &= \text{Internal Capture factor (Table 16)} \\ \text{PMTi} &= \text{Person Miles of Travel Increase (Table 6)} \\ \text{PMTr} &= \text{Person Miles of Travel Rate} \end{aligned}$$

Prepared by NUE Urban Concepts,

New Growth Evaluation factor (NGEf)

$$\text{PMGI} = \sum (\text{LENci} \times \text{PMCCi}) + \sum (\text{PMCIi}) + \sum (\text{PMCTp})$$

$$\text{NGEf} = (\text{PMTI} / \text{PMCI})$$

If NGEf > 1.00, then the NGEf is set at 1.00

Where:

$$\begin{aligned} \text{NGEf} &= \text{New Growth Evaluation factor (Table 14)} \\ \text{LENci} &= \text{Length of Phase Two Mobility Plan Corridor Improvements (Appendix G)} \\ \text{PMCI} &= \text{Person Miles of Capacity} \\ \text{PMCCi} &= \text{PMCI of Phase Two Mobility Plan Corridor Improvements (Appendix G)} \\ \text{PMCIi} &= \text{PMCI of Phase Two Mobility Plan Intersection Improvements (Appendix N)} \\ \text{PMCTp} &= \text{PMCI Phase Two Mobility Plan Transit Projects (Appendix O)} \\ \text{PMTi} &= \text{Person Miles of Travel increase (Table 6)} \\ \text{PMCI} &= \text{Person Miles of Capacity increase (Table 11)} \end{aligned}$$

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi) per each assessment area

$$\sum \text{VMT} = (\sum \text{Vehicle per Trip} \times \sum \text{Average Vehicle Trip Length})$$

$$\sum \text{PMT} = (\sum \text{Persons per Trip} \times \sum \text{Average Person Trip Length})$$

$$\text{PMTf} = (\sum \text{of PMT} / \sum \text{of VMT}) \text{ per each assessment area}$$

$$\text{VMTi} = (\text{2045 VMT} - \text{2022 VMT}) \text{ per each assessment area}$$

$$\text{PMTi} = (\text{VMTi} \times \text{PMTf}) \text{ per each assessment area}$$

WHERE:

$$\sum \text{VMT} = \text{Sum of Vehicle Miles of Travel by trip purpose (Appendix D, E, F)}$$

$$\sum \text{PMT} = \text{Sum of Person Miles of Travel by trip purpose (Appendix D, E, F)}$$

$$\text{PMTf} = \text{Person Miles of Travel factor per each assessment area}$$

$$\text{PMT} = \text{Person Miles of Travel}$$

$$\text{VMTi} = \text{Vehicle Miles of Travel Increase (Table 5)}$$

$$\text{PMTi} = \text{Person Miles of Travel increase (Table 6)}$$

Prepared by NUE Urban Concepts, LLC

Person Travel Demand per use (PTDu) per Assessment Area

$$\text{PTDue} = (((\text{TG} \times \% \text{NEW}) \times \text{ETfe}) \times \text{PTfe}) \times \text{PTle} = \text{PTDge}; (((\text{PTDge} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf})$$

$$\text{PTDus} = (((\text{TG} \times \text{ICfs}) \times \% \text{NEW}) \times \text{ETfs}) \times \text{PTfs} \times \text{PTls} = \text{PTDgs}; (((\text{PTDgs} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf})$$

$$\text{PTDun} = (((\text{TG} \times \text{ICfn}) \times \% \text{NEW}) \times \text{ETfn}) \times \text{PTfn} \times \text{PTln} = \text{PTDgn}; (((\text{PTDgn} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf})$$

Where:

$$\text{PTDu} = \text{Person Travel Demand per use (Appendix X)}$$

$$e = \text{East Assessment Area (Map A)}$$

$$s = \text{Southwest Assessment Area (Map A)}$$

$$n = \text{Northwest Assessment Area (Map A)}$$

$$\text{TG} = \text{Trip Generation (Appendix R)}$$

$$\% \text{NEW} = \text{Percent of Trips that are Primary Trips (Appendix R)}$$

$$\text{ICfs} = \text{Internal Capture factor (Appendix S) of 0.783 (Figure 9)}$$

$$\text{ICfn} = \text{Internal Capture factor (Appendix S) of 0.889 (Figure 9)}$$

$$\text{ETfe} = \text{External Trip factor (Appendix S) of 0.753 (Table 18)}$$

$$\text{ETfs} = \text{External Trip factor (Appendix S) of 0.734 (Table 18)}$$

$$\text{ETfn} = \text{External Trip factor (Appendix S) of 0.629 (Table 18)}$$

$$\text{PTf} = \text{Person Trip Factor by Trip Purpose (Appendix T)}$$

$$\text{PTl} = \text{Person Trip Length by Trip Purpose (Appendix T)}$$

$$\text{PTDg} = \text{Person Travel Demand gross per use (Appendix X)}$$

$$\text{CRf} = \text{County Road factor of 0.878 (Table 20)}$$

$$\text{LAEf} = \text{Limited Access Evaluation factor of 0.643 (Table 21)}$$

$$\text{ODAf} = \text{Origin \& Destination Adjustment factor of 0.50 to avoid double-counting}$$

Prepared by NUE Urban Concepts, LLC

TOWN OF LAKE PARK

MOBILITY PLAN
& MOBILITY FEE

TECHNICAL
REPORT

OCTOBER 2022



NUE URBAN CONCEPTS
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THE REPUBLIC
DESIGN

DDEC

futureplan

MOBILITY COHORT

Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
Residential / Lodging Uses				
Affordable, Attainable or Workforce Residential	per sq. ft.	\$0.43	per 1,000 sq. ft.	\$ 431
Residential	per sq. ft.	\$0.86	per 1,000 sq. ft.	\$ 861
Overnight Lodging (Hotel, Inn, Motel, Resort)	per room	\$ 971	per room	\$ 971
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	\$ 633	per space or lot	\$633
Institutional Uses				
Community Serving (Civic, Museum, Performing Arts, Place of Assembly or Worship)	per sq. ft.	\$ 0.82	per 1,000 sq. ft.	\$ 823
Long Term Care (Assisted Living, Congregate Care Facility, Nursing Facility)	per sq. ft.	\$0.47	per 1,000 sq. ft.	\$ 474
Private Education (Day Care, Private Primary School, Pre-K)	per sq. ft.	\$ 0.64	per 1,000 sq. ft.	\$ 643

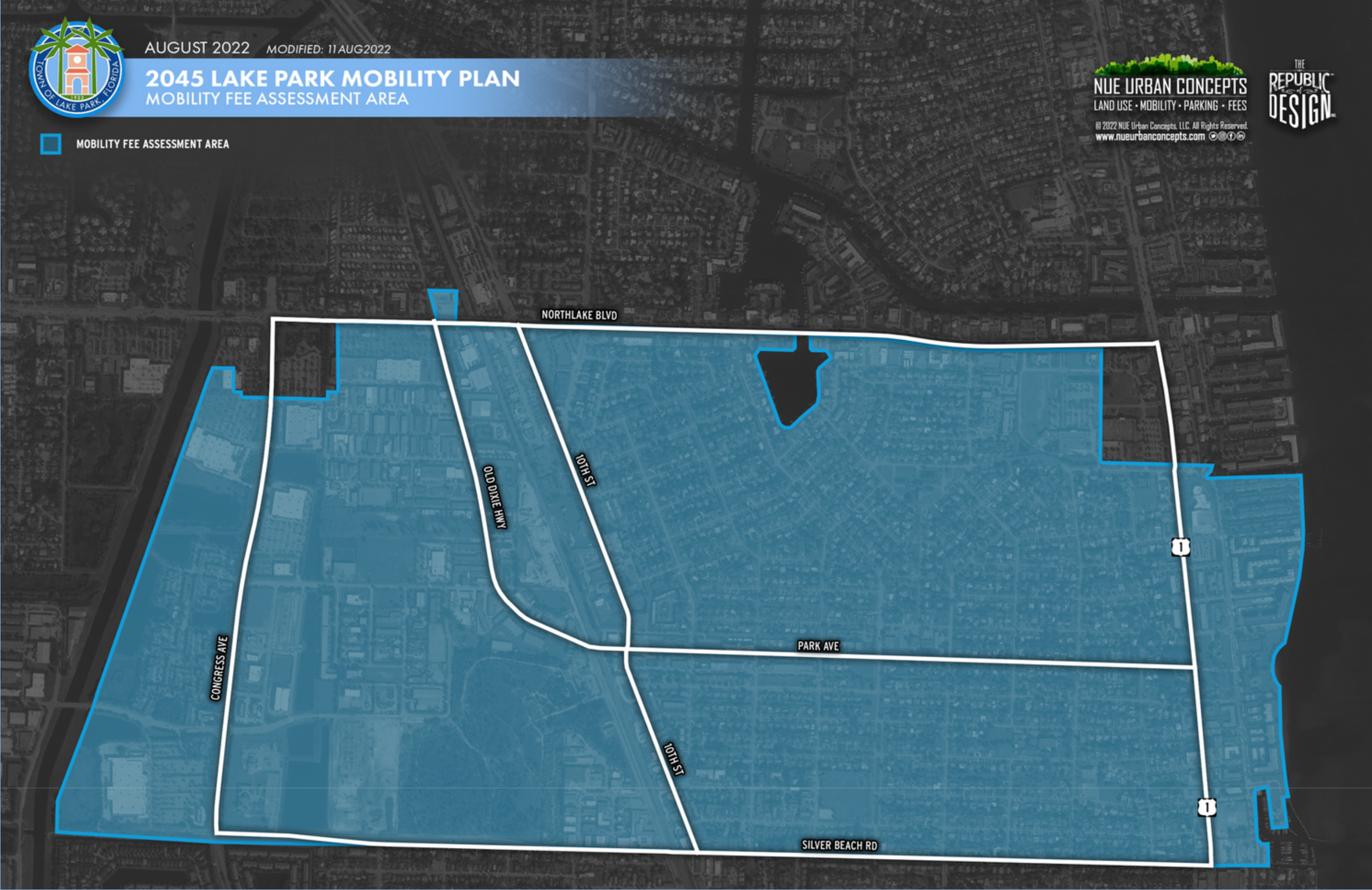
Mobility Fee Rates

Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
Industrial Uses				
Industrial (Assembly, Brewing, Distilling, Distribution, Fabrication, Flex Space, Manufacturing, Nursery, Outdoor Storage, Processing, Trades, Warehouse, Utilities)	per sq. ft.	\$ 0.63	per 1,000 sq. ft.	\$627
Industrial (Distribution, Fulfillment, Nursery, Outdoor Storage, Storage, Warehouse)	per sq. ft.	\$0.23	per 1,000 sq. ft.	\$232
Recreational Uses				
Marina (Including dry storage)	per acre	\$ 358	per acre	\$ 358
Outdoor Commercial Recreation (Amusement, Golf, Multi-Purpose, Parks, Sports, Tennis)	per acre	\$ 1,812	per acre	\$ 1,812
Indoor Commercial Recreation (Dance, Gym, Fitness, Indoor Sports, Kids Activities, Yoga)	per sq. ft.	\$ 3.43	per 1,000 sq. ft.	\$ 3,428
Office Uses				
Office (Dental, General, Higher Education, Hospital, Medical, Professional)	per sq. ft.	\$ 1.25	per 1,000 sq. ft.	\$ 1,252
Medical Office (Clinic, Dental, Emergency Care, Medical, Veterinary)	per sq. ft.	\$3.17	per 1,000 sq. ft.	\$ 3,172

Item 1.

<div> <div>Mobility Fee Rates</div> </div>	Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
	Commercial & Retail Uses				
	Small Retail Business (Entertainment, Restaurant, Retail, Services)	per sq. ft.	\$1.14	per 1,000 sq. ft.	\$1,139
	Retail (Discount, Entertainment, Financial, Retail, Services, Superstore)	per sq. ft.	\$2.28	per 1,000 sq. ft.	\$2,277
	Beverage & Restaurant (Chain and National High Turn-Over & Sit-Down Bar and / or Restaurant	per sq. ft.	\$5.08	per 1,000 sq. ft.	\$5,079
	Convenience Retail (Convenience, Motor Vehicle Charging & Fueling, Quick Service Restaurant)	per sq. ft.	\$12.54	per 1,000 sq. ft.	\$12,541
	Additive Fees for Commercial Services & Retail Uses				
	Bank Drive-Thru Lane or Free-Standing ATM 10	per lane or ATM	\$8,093	per lane or ATM	\$8,093
	Motor Vehicle & Boat Cleaning (Detailing, Wash, Wax)	per lane or stall	\$3,121	per lane or stall	\$3,121
	Motor Vehicle Charging or Fueling	per charging or fueling position	\$3,221	per charging or fueling position	\$3,221
	Pharmacy Drive-Thru	per lane	\$2,646	per lane	\$2,646
	Quick Service Restaurant Drive-Thru	per lane	\$6,139	per lane	\$6,139
	<div> <div>www.mobilitycohort.com/lakepark</div> </div>				

Assessment Area



Benefit District

Item 1.



Mobility Fee Assessment Example

Item 1.

Town Mobility Fee

2,500 sq. ft. of Single-Family Residential (per sq. ft.)

$$2,500 \times \$0.86 = \$2,150$$

County Road Impact Fee

** New County fee effective Jan 1, 2023*

One Single-Family Residential unit (per unit)

$$1 \times \$5,039.75 = \$5,039.75$$

Total Fee To Be Paid:

\$7,189.75

Next Step

Item 1.

2nd Reading of Mobility Fee
Ordinance:
January 18th



Questions, Comments & Concerns

Jonathan B. Paul, AICP

Visit

www.mobilitycohort.com/lakepark



NUE Urban Concepts
nueurbanconcepts@gmail.com
www.nueurbanconcepts.com
833-NUC-8484





TOWN MANAGER COMMENTS

Item 1.

TOWN COMMISSION MEETING Wednesday, January 4, 2023

COMMUNITY DEVELOPMENT

Bert Bostrom Park Public Workshops - Staff has been discussing the master planning of Bert Bostrom Park as it relates to the underground chambers initiative underway and the opportunity to implement a community center and sports/recreational options throughout the park area. Staff intends on engaging the community for initial input and will provide visual plans with some preliminary ideas for discussion. Two public workshops (led by Staff) are anticipated. One on **Saturday, Feb. 25 at 9 a.m.** at Town Hall and a second on **Saturday, April 29 at 9 a.m.** at Town Hall (the first will gather ideas so that a design can be worked on and then presented for final community feedback on April 29). Staff will be working through the details in the next few weeks. Postcard invitations with the workshop dates and a QR code directing the community to an informational page and survey will be mailed town-wide (and posted on all our media outlets). The Town Commission, P&Z Board and Tree Board are invited to participate in the public workshops. Results of the public input and next steps will then be presented. Consultant design services will also be required to then formalize a master plan that can then be implemented contingent on available funding.

HUMAN RESOURCES

Town Job Openings

The Town of Lake Park is seeking qualified individuals to fill the following job openings:

Dock Attendant. The Lake Park Harbor Marina is seeking a qualified individual to fill the position of Dock Attendant. High school diploma or equivalent plus a minimum of one year of experience are among the requirements for this position. Must be able to swim. Pay range \$15.90 to \$24.65 per hour. The deadline by which to apply is 5:00 p.m. on **January 9, 2023.**

The Public Works Department is seeking a qualified individuals to fill the following positions:

Irrigation Technician. High school diploma or equivalent plus a minimum of two (2) years of experience with irrigation systems are required plus a valid Florida driver's license. Pay range: \$17.01 to \$26.37 per hour. The deadline by which to apply is 5:00 p.m. on **January 11, 2023.**

Sanitation Truck Operator II. A minimum of two (2) years of relevant experience and a valid Florida Class B Commercial Driver's License are required. Have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted

and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. Pay range: \$18.21 to \$28.22 per hour. The deadline by which to apply is 5:00 p.m. on **January 6, 2023**.

Item 1.

Stormwater Technician II. A High school diploma or equivalent required supplemented by a minimum of three (3) years of related experience, including a minimum of two (2) years verifiable heavy equipment or vacuum truck operating experience. A valid Florida Class B Commercial Driver's License is also required. Florida Water and Pollution Control Operators Association (FW&PCOA) or Florida Stormwater Association (FSA) Stormwater Technician Certification, or equivalent, is preferred. Pay range: \$18.21 to \$28.22 per hour. The deadline by which to apply is 5:00 p.m. on **January 6, 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

Web-based Service Request System - The Public Works Department is pleased to offer a new and more efficient method for requesting service. The department has implemented a web-based system that enables you to submit requests for all Public Works services or report issues simply by completing a short form. We ask that you provide your contact information (including email address) to enable automatic notifications regarding the status of your request or to allow us to reach you should we have any questions. The system may be accessed by visiting the Town's website at www.lakeparkflorida.gov and selecting "Request Service" under the I Want To menu (top right corner). Alternatively, you may also click on Government>Departments>Public Works>Request Service. Please contact the Public Works Department with any questions about the new system by calling 561-881-3345 or publicworks@lakeparkflorida.gov.

SPECIAL EVENTS

City of Riviera Beach Martin Luther King, Jr. Day Parade

The City of Riviera Beach will hold its annual Martin Luther King, Jr. parade on **Saturday, January 14**, from 10:00 a.m. to 2:00 p.m. Town Commission, please advise the Town Clerk of your RSVP to attend this event as soon as possible so that we may order the necessary number of cars.

Centennial Kickoff Concert

Join the Town of Lake Park **Friday, January 27** at 6 p.m. for the first official event honoring our CENTENNIAL! Lake Park will officially turn 100 in November, but we're celebrating our

birthday all year long! Our Centennial Kickoff Concert will feature Essence of Motown bringing the excitement, dance and harmonies of the Motown sound, and so much more to the stage. There will also be food vendors, arts and crafts vendors and raffle prizes! Parking and admission for this special event are FREE! For more information please contact the Special Events Department at 561-840-0160

Item 1.

HOLIDAY CLOSURE AND SANITATION SCHEDULE

Town Office Closures:

- All Town of Lake Park offices will be closed on **Monday, January 16**, in observance of Martin Luther King, Jr. Day. The Lake Park Public Library will also be closed on **Saturday, January 14**.

Holiday Sanitation Schedule:

The residential sanitation schedule for the **week of January 16th** is as follows:

- Monday, January 16: No Service in Observance of MLK JR Day
- Tuesday, January 17: Garbage cart and vegetation collection
- Thursday, January 19: Garbage cart and bulk trash collection
- Friday, January 20: Recycling cart collection

The commercial sanitation schedule remains unchanged

As a reminder, the weekly residential sanitation schedule is always posted on the Town's website, as well as Facebook and Nextdoor, for easy reference.

TOWN COMMISSION CONSENSUS

In 2015 a Proclamation was presented to the eldest daughter of Public Works employee Peter Mikes for her high school academic achievements. Mr. Mikes is seeking a Proclamation to be presented to his now youngest daughter for her academic achievements this school year. This item is being brought to the Town Commission to consider a Proclamation on a future Town Commission Meeting agenda.

Town of Lake Park

Item 1.

Centennial Kickoff Concert

Featuring
Essence of Motown



Live Entertainment, Food Vendors, Arts & Crafts Vendors, Raffle Prizes

**Friday, January 27, 2023
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: January 18, 2022

Originating Department: Public Works

Agenda Title:

RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO EXTEND THE DATE OF THE "AWARD CONSTRUCTION CONTRACT BY" FOR THE WEST ILEX PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT.

Approved by Town Manager:

[Signature]
TOWN MANAGER

Date: 01-04-23

Cost of Item: N/A

Funding Source: N/A

Account Number: N/A

Finance
Signature: _____

Advertised: N/A

Date: N/A

Newspaper: N/A

Attachments:

1. Resolution
2. Request for Performance Date Time Extension submitted by Town
3. Amendment 001 to the Agreement with Town of Lake Park

Please initial one:

Yes, I have notified everyone

[Initials]

Not applicable in this case

Summary Explanation/Background:

In an effort to update the playground play equipment at West Ilex Park, the Town applied for and was awarded a grant through Palm Beach County's (the County) Community Development Block Grant program. The awarded grant amount is **\$55,433.00**.

The Town and the County have now executed an agreement for the CDBG funding that required an “Award Construction Contract by” date of December 31, 2023.

Subsequently and due to a lengthy procurement process, the Town submitted a formal Request to the County (*Attachment 4*) to extend the Performance Date Time Extension.

The County has now granted the extension request and provided subject Amendment (*Attachment 3*), which effectively extends the “Award Construction Contract by” date to **March 31, 2022**.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution 07-01-23.

RESOLUTION 07-01-23**A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO EXTEND THE DATE OF THE “AWARD CONSTRUCTION CONTRACT BY” FOR THE WEST ILEX PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

WHEREAS, the Town and the County previously executed an agreement for the funds being contributed by the County for the Project (the Agreement), whereby the Town was required to meet the “Award Construction Contract by” date of December 31, 2022; and

WHEREAS, the Town and the County have agreed to amend the Agreement to extend the project’s “Award Construction Contract by” date to March 31, 2023; and

WHEREAS, the County and the Town have agreed to execute an amendment to the Agreement.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby authorizes and directs that an amendment to the Agreement be executed on behalf of the Town to extend the award construction contract date of the Project to March 31, 2023. A copy of the proposed amendment is attached hereto and incorporated herein as Exhibit A.

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

P:\DOCS\26508\00001\DOC\2792439.DOCX

**AMENDMENT 001 TO THE AGREEMENT
WITH
TOWN OF LAKE PARK**

Amendment 001 with an effective date of November 30, 2022 by and between **Palm Beach County** and the **Town of Lake Park**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2022-1211) with the Town of Lake Park on October 1, 2022, to provide \$55,433 of Community Development Block Grant (CDBG) funds for Playground improvements at Ilex Park, in the Town of Lake Park; and

WHEREAS, the Town of Lake Park has requested a time extension to the Project Performance Requirement to Award Construction Contract; and

WHEREAS both parties agree to provide additional time to complete the Bid process to allow the Town adequate time to review bids and award a Construction Contract; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": SCOPE OF WORK - SECTION 1. G

Delete Performance Requirement to "Award Construction Contract by: December 31, 2022" and replace with the following:

PERFORMANCE REQUIREMENTS: The time-frame for completion of the activity shall be as follows:

Award Construction Contract by:

March 31, 2023

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

AMENDMENT 001 TO R2022-1211

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK

By: _____
Michael O' Rourke, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
John D'Agostino, Town Manager

By: _____
Thomas J. Baird, Town Attorney

AMENDMENT 001 TO R2022-1211

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

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

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

**Approved as to Form and
Legal Sufficiency**

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

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

By: _____
Sherry Howard
Deputy Director



Public Works
Department

November 30, 2022

Mr. Jonathan Brown
Director
Department of Housing and Economic Development
100 Australian Avenue – 5th Floor
West Palm Beach, Florida

RE: REQUEST FOR PERFORMANCE DATE TIME EXTENSION
Grant #: CDBG R2022 1211
West Ilex Park Playground Equipment Replacement

Mr. Brown,

Please allow this letter to serve as our formal request for a time extension of the “Award Construction Contract by” date of December 31, 2022 as outlined in the CBDG Grant #R2022 1211 agreement with the Town of Lake Park.

We are requesting an extension of this date to January 18, 2023.

Our proposed Playground Equipment Replacement project is in-progress and we issued an invitation to bid (ITB) with price proposal submittals due on December 13, 2022. Our proposed award date was December 21, 2022.

Due to the proximity to the Christmas holiday season, the Town management team has decided to cancel the Town Commission meeting that was scheduled for December 21, 2022; the result of this cancellation means that the project award date will be pushed to January 18, 2022 Town Commission meeting.

This eighteen (18) day time extension is not expected to impact any of the other project performance requirements or the overall project schedule.

Once the project is awarded we will look to get the play equipment materials ordered and we fully expect to meet **the July 15, 2023 - 50% Expenditures Reimbursement Requirement** and we are committed to the completion of this project well before the November 2023 Performance Requirement date.

Based on the delay referenced above, we ask for your favorable consideration of our request for a time extension to the “Award Construction Contract by” Performance Requirement to the new date as identified below:

Performance Requirements:	Current Schedule	Requested Schedule
Award Construction Contract by:	December 31, 2022	January 18, 2022
Submit 50% Reimbursement Request by:	July 15, 2023	No Change
Complete Construction by:	November 2023	No Change
Submit 100% Final Reimbursement (no later than):	December 31, 2023	No Change

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

www.lakeparkflorida.gov



Public Works
Department

The Town is excited to deliver this new playground replacement project to our residents and we are motivated to proceed with the construction phase of this project as soon as possible.

Thank you for your consideration of our request for a time extension to the Performance Requirements deadlines.

Feel free to contact me with any questions.

Respectfully,

Town of Lake Park

A handwritten signature in blue ink, which appears to read "Roberto Travieso", is written over the printed name.

ROBERTO F. TRAVIESO, MPA
Director of Public Works

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

www.lakeparkflorida.gov



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2023

Originating Department: Public Works

Agenda Title:

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CROWN CASTLE SOUTH LLC, FOR THE LEASING OF CERTAIN PORTIONS OF THE TOWN'S PROPERTY LOCATED AT 700 SIXTH STREET.

Approved by Town Manager: Bambi McKibbon-Turner

Date: 01/10/23

Cost of Item: N/A

Funding Source:

N/A

Account Number: N/A

**Finance
Signature:**

Advertised:

Date: N/A

Newspaper:

N/A

Attachments:

1. Agenda Request Form (ARF)
2. Resolution to Amend the Leasing Agreement between the Town & Crown Castle South, LLC.
3. Second Amendment to the Leasing Agreement between the Town & Crown Castle South, LLC.
4. First Amendment and Original Leasing Agreement between the Town & Crown Castle South, LLC.

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

On August 1, 1994, the Town entered into an agreement with Bellsouth Mobility Incorporated for the leasing of certain real property adjacent to the Town property located at 700 6th Street, which is currently assigned to Palm Beach County Sheriff's Office, District 10 **(Attachment 4)**.

On September 29, 2015, the Town Commission approved, through Resolution 25-0915, a First Amendment to the leasing agreement with Bellsouth Mobility Incorporated's successor, Crown Castle South (Tenant), which extended the term of the agreement through August 9, 2039 **(Attachment 4)**.

Subsequently, in early November 2022, the Tenant notified the Town of its desire to amend the agreement to append a more descriptive topographical survey of the leased premises **(Attachment 3)**. After careful review, the Town Manager and the Town Attorney have determined that the proposed Amendment is in the best interest of the Town.

Additionally, the proposed Second Amendment to the leasing Agreement does not in any way amend any terms, pricing or conditions set forth in the original Agreement or in the First Amendment to the Agreement. It only appends the descriptive survey of the leased premises onto said documents.

The Town Manager recommends approval.

Recommended Motion:

I move to Approved Resolution 08-01-23

RESOLUTION 08-01-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CROWN CASTLE SOUTH LLC, FOR THE LEASING OF CERTAIN PORTIONS OF THE TOWN'S PROPERTY LOCATED AT 700 SIXTH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on August 13, 1994, the Town and Crown Castle South LLC (Tenant) entered into an Agreement whereby the Tenant leases from the Town certain real property (the Agreement), a copy of which is attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the real property the Tenant leases from the Town is located at 700 6th Street, Lake Park, Florida 33403 (the Premises); and

WHEREAS, on September 29, 2015, the Town and Tenant executed the first amendment to the Agreement; and

WHEREAS, at the time of the Agreement's execution and the subsequent first amendment to the Agreement, the parties did not incorporate a survey specifically describing the Premises into the Agreement; and

WHEREAS, the Tenant, in coordination with the Town, has obtained a survey of the Premises, and has submitted it to the Town for its inclusion in the Second Amendment to the Agreement; and

WHEREAS, the Town Manager has determined that it is appropriate to incorporate the survey into the Second Amendment to the Agreement.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the Second Amendment to the Agreement between the Town and Crown Castle South LLC, which includes a survey of the Premises.

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

P:\DOCS\26508\00001\DOC\2781746.DOCX

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “**Second Amendment**”) is made effective this ____ day of _____, 2022 (“**Effective Date**”), by and between the TOWN OF LAKE PARK, a Florida municipal corporation (hereinafter referred to as “**Town**”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, by and through its Attorney in Fact, CROWN CASTLE SOUTH LLC, a Delaware limited liability company (hereinafter referred to as “**Tenant**”).

RECITALS

WHEREAS, the Town and Bellsouth Mobility Inc., a Georgia corporation (“**BellSouth**”) entered into a Lease Agreement dated August 1, 1994 (the “**Lease**”), a memorandum of which was recorded in Book 8391, Page 594 in the Office of the Clerk of Court of Palm Beach County, State of Florida (“**Clerk’s Office**”), whereby BellSouth leased certain real property, together with access, maintenance and utility easements and rights of way, located at 700 6th Street, Lake Park, Palm Beach County, State of Florida (hereinafter referred to as the “**Premises**”), all located within certain real property owned by the Town (“**Town’s Property**”); and

WHEREAS, the Town and Tenant entered into that First Amendment to Lease Agreement dated September 29, 2015 (“**First Amendment**”), a memorandum of which was recorded in the Clerk’s Office on November 6, 2015 as Document No. 20150411158 (hereinafter the Lease and the First Amendment are collectively referred to as the “**Agreement**”); and

WHEREAS, at the time of the Agreement’s execution and subsequent amendment, the parties did not possess a survey specifically describing the Premises; and

WHEREAS, the Tenant, in coordination with the Town, has now obtained a survey of the Premises, and has submitted to the Town for consideration a Second Amendment (the Amendment) to the Agreement to append said survey in the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Survey of the Premises. Tenant has obtained a survey specifically describing the Premises (“**Survey**”). The Survey is attached hereto as Exhibit A-1 to this Second Amendment and shall update and replace Exhibit A of the Agreement.

3. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be

deemed to constitute one and the same instrument. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

4. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

5. Recording. Tenant shall have the right to record a memorandum of this Second Amendment with the appropriate recording officer. The Town shall execute and deliver such a memorandum, for no additional consideration, promptly upon Tenant's request.

[Signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:

TOWN OF LAKE PARK,
a Florida municipal corporation

By: _____

Print Name: _____

Title: _____

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: CROWN CASTLE SOUTH LLC,
a Delaware limited liability company
Its: Attorney in Fact

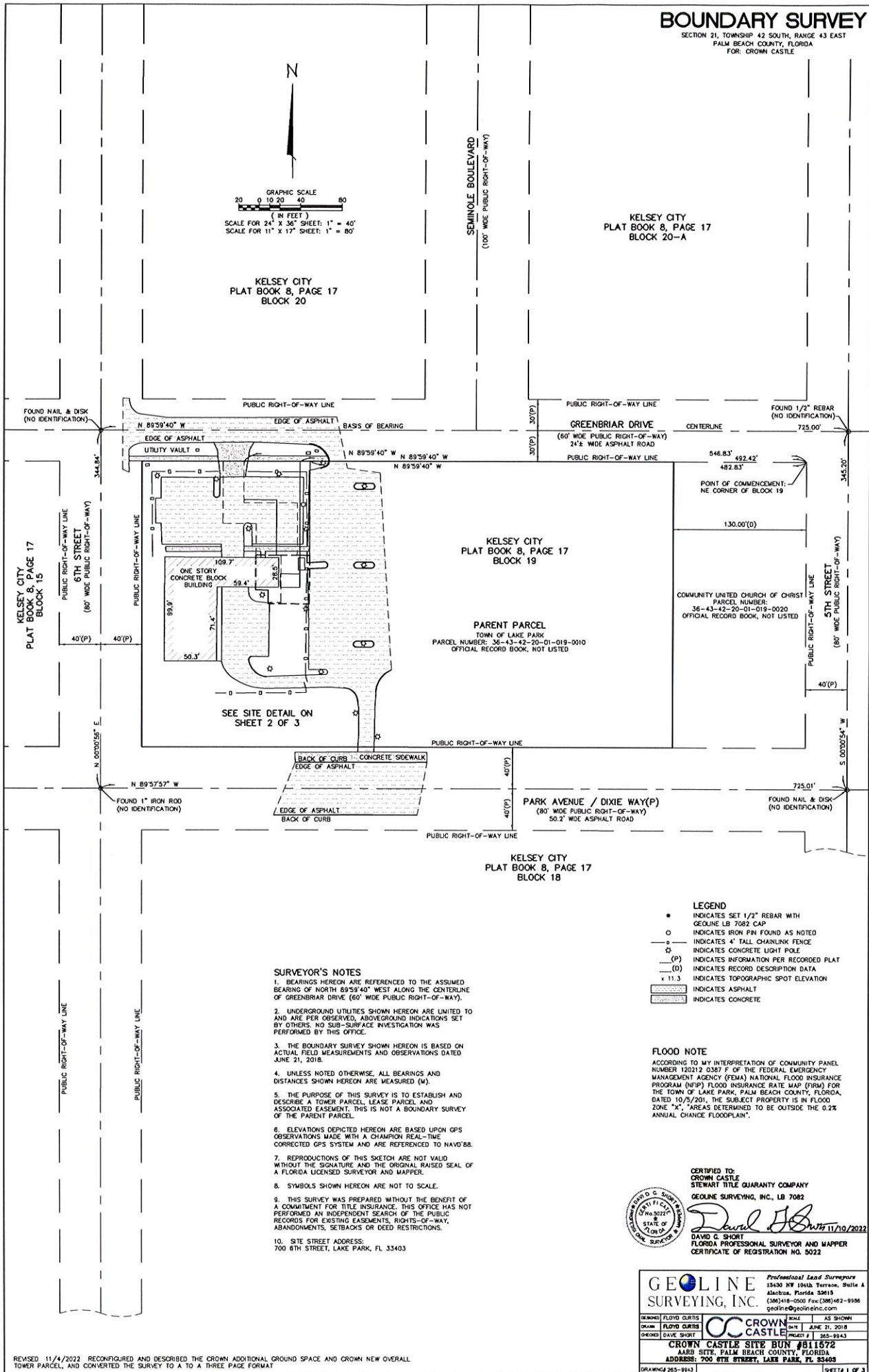
By: 
Print Name: Lon Lopez
Title: Manager RE Transactions

EXHIBIT A-1
(Survey of the Premises)
(See Attached)

BOUNDARY SURVEY

SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE

Item 3.

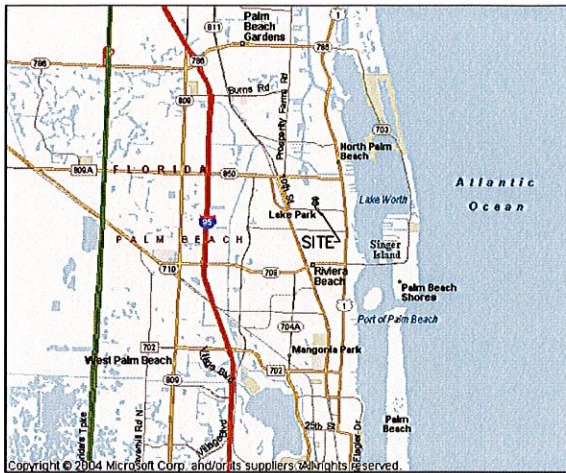




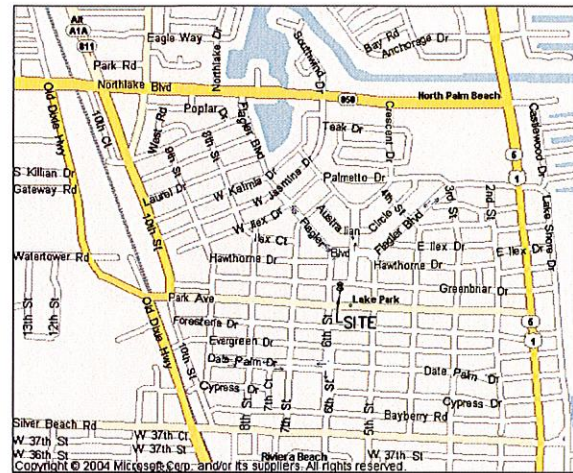
BOUNDARY SURVEY

SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA
FOR: CROWN CASTLE

Item 3.



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTIONS

PARENT PARCEL
(PROVIDED BY THE CLIENT)

ALL OF BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE CITY OF LAKE PARK.

CROWN CASTLE / BELLSOUTH MOBILITY LEASE PARCEL
(PROVIDED BY THE CLIENT)

A PARCEL OF LAND IN BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 19; THENCE N.89°59'40"W. ALONG THE NORTH LINE OF SAID BLOCK 19, 546.83 FEET; THENCE S.0013°41'W, 36.86 FEET; THENCE S.89°46'19"E, 32.00 FEET; THENCE S.0013°41'W, 53.50 FEET TO THE POINT OF BEGINNING; THENCE S.89°46'19"E, 4.50 FEET; THENCE S.0013°41'W, 43.50 FEET; THENCE N.89°46'19"W, 12.50 FEET; THENCE N.0013°41'E, 12.00 FEET; THENCE N.89°46'19"W, 12.00 FEET; THENCE N.0013°41'E, 33.50 FEET; THENCE S.89°46'19"E, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 970.8 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

CROWN ADDITIONAL GROUND SPACE
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 5TH STREET (80 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF GREENBRIAR DRIVE (60 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 89°59'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID BLOCK 19 FOR 482.83 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 27.50 FEET EASTERLY OF THE EAST LINE OF AN EXISTING CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE SOUTH 0013°41' WEST ALONG SAID PARALLEL LINE FOR 90.61 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0013°41' WEST ALONG SAID PARALLEL LINE FOR 48.83 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 1.33 FEET SOUTHERLY OF THE SOUTH LINE OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE NORTH 89°46'19" WEST ALONG SAID PARALLEL LINE FOR 40.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE NORTH 0013°41' EAST ALONG SAID SOUTHERLY PROJECTION FOR 1.33 FEET TO THE SOUTHWESTERLY CORNER OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE SOUTH 89°46'19" EAST ALONG SAID SOUTH LINE FOR 12.50 FEET TO THE SOUTHEAST CORNER OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE SOUTH 89°46'19" EAST ALONG SAID SOUTH LINE FOR 43.50 FEET TO THE NORTHEAST CORNER OF SAID CROWN CASTLE & BELLSOUTH MOBILITY LEASE PARCEL; THENCE SOUTH 89°46'19" EAST ALONG SAID SOUTHERLY PROJECTION FOR 27.50 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,304 SQUARE FEET (0.030 ACRES), MORE OR LESS.

PROPERTY DESCRIPTIONS

CROWN NEW OVERALL TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 5TH STREET (80 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF GREENBRIAR DRIVE (60 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 89°59'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID BLOCK 19 FOR 482.83 FEET; THENCE SOUTH 0013°41' WEST FOR 90.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0013°41' WEST FOR 48.83 FEET; THENCE NORTH 89°46'19" WEST FOR 40.00 FEET; THENCE NORTH 0013°41' EAST FOR 13.33 FEET; THENCE NORTH 89°46'19" WEST FOR 12.00 FEET; THENCE NORTH 0013°41' EAST FOR 33.50 FEET; THENCE SOUTH 89°46'19" EAST FOR 52.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,275 SQUARE FEET (0.052 ACRES), MORE OR LESS.

EXISTING ACCESS EASEMENT
(PROVIDED BY THE CLIENT)

A PARCEL OF LAND IN BLOCK 19, KELSEY CITY SHEET NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 19; THENCE N.89°59'40"W. ALONG THE NORTH LINE OF SAID BLOCK 19, 546.83 FEET TO THE POINT OF BEGINNING; THENCE S.0013°41'W, 36.86 FEET; THENCE S.89°46'19"E, 32.00 FEET; THENCE S.0013°41'W, 50.50 FEET; THENCE N.89°46'19"W, 40.00 FEET; THENCE N.0013°41'E, 30.50 FEET; THENCE N.89°46'19"W, 32.00 FEET; THENCE N.0013°41'E, 59.78 FEET TO THE NORTH LINE OF SAID BLOCK 19; THENCE S.89°46'19"E, ALONG THE NORTH LINE OF SAID BLOCK 19, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3456 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

T-MOBILE LEASE PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 19, KELSEY CITY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING LOCATED AT AN INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 5TH STREET (80 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF GREENBRIAR DRIVE (60 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 89°59'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID BLOCK 19 FOR 492.42 FEET; THENCE SOUTH 0013°41' WEST FOR 108.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0045°15' WEST FOR 13.00 FEET; THENCE NORTH 89°14°51' WEST FOR 19.00 FEET; THENCE NORTH 0045°15' EAST FOR 13.00 FEET; THENCE SOUTH 89°14°51' EAST FOR 19.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 247 SQUARE FEET (0.006 ACRES), MORE OR LESS.

GEOLINE SURVEYING, INC. Professional Land Surveyors 15450 NW 154th Terrace, Suite A Alachua, Florida 32618 (386)418-0500 Fax (386)482-9986 geoline@geolineinc.com		SCALE AS SHOWN
DESIGNED: FLOYD CURTIS DRAWN: FLOYD CURTIS CHECKED: DAVID SHORT	CROWN CASTLE 4818 SITE, PALM BEACH COUNTY, FLORIDA ADDRESS: 700 6TH STREET, LAKE PARK, FL 33403 DRAWING: 265-9943	DATE: JUNE 21, 2018 PROJECT #: 265-0943 SHEET 3 OF 3

FIRST AMENDMENT TO LEASE AGREEMENT
(BU 811572)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this 29 day of September, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation ("Town"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of Bellsouth Carolinas PCS, L.P., a Delaware limited partnership ("Tenant").

WHEREAS, Town and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Lease Agreement dated August 1, 1994 (as amended and assigned, the "Agreement"), and recorded in Book 8391, Page 594 in the Office of the Clerk of Circuit Court of Palm Beach County ("Clerk's Office"), whereby Town leased to Bellsouth a portion of land being described as a 35 feet by 65 feet (2,275 square feet) portion of that property (said leased portion being the "Property") located at 700 6th Street (Tax Parcel #36-43-42-20-01-061-0250), Lake Park, Palm Beach County, State of Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Bellsouth; and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on August 9, 2019 ("Original Term"), and Town and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Town and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.
2. Section 4B of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039, unless sooner terminated as provided in the Agreement.
3. Section 4C of the Agreement is amended by adding the following to the end thereto:

Notwithstanding the foregoing, commencing on August 10, 2015, the annual rental fee shall no longer increase by four percent (4%) annually. Instead, commencing on August 10, 2015, and every year thereafter (each an "Adjustment Date"), the annual rental fee shall increase by an amount equal to three percent

Site Name: AARB BRA110
BU: 811572
Fixed Asset # 10023543
PPAB 2660395v1

- 1 -

By: (Initials) MT Date 10/5/15 Doc Type 1
BUN: 811572 Lease/Lic 38601 98

(3%) of the annual rental fee in effect for the year immediately preceding the Adjustment Date.

4. Section 4D of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "eighth (8th)", and by replacing "four (4%) per cent" with "three percent (3%)".

5. On the first day of the second full month following full execution of this First Amendment, the annual rental fee shall increase to Thirty Five Thousand Four Hundred and No/100 Dollars (\$35,400.00) per year. Following such increase, the annual rental fee shall continue to adjust pursuant to the terms of the Agreement as amended by Section 3 of this First Amendment.

6. Section 4E of the Agreement is amended to replace "fourth (4th)" with "eighth (8th)".

7. Section 5 of the Agreement is amended by replacing the second sentence with the following:

Notwithstanding anything in this Agreement to the contrary, TENANT and its sublessees and licensees shall have the right to modify, alter, add, replace, remove and maintain wireless communications facilities located within the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN within sixty (60) days after any such modification, alteration, addition, replacement or removal to the wireless communications facilities is completed.

8. Section 16 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: AT&T Network Real Estate Administration
Re: 10023543
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to: AT&T Legal Department- Network
Attn: Network Counsel
Re: 10023543
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

Site Name: AARB BRA110
BU: 811572
Fixed Asset # 10023543
PPAB 2660395v1

9. The Agreement is amended by adding a new Section 26 to the end thereto:

26. If TOWN receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring TOWN'S interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or TOWN'S interest in this Agreement, or an option for any of the foregoing, TOWN shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT'S possessory or economic interest in the Property. If TOWN'S notice covers portions of TOWN'S parent parcel beyond the Property, TENANT may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. TOWN'S notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of TOWN'S parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the TOWN'S notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If TENANT does not exercise its right of first refusal by written notice to TOWN given within thirty (30) days, TOWN may convey the property as described in the TOWN'S notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT'S right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT'S receipt of TOWN'S notice and the assignment shall be effective upon written notice to TOWN.

10. The Agreement is amended by adding a new Section 27 to the end thereto:

27. TENANT shall have the right to sublease or license use of the Property without the consent or approval of TOWN. TENANT shall provide written notice to TOWN of any new subleases or licenses within sixty (60) days after such sublease or license is fully executed.

11. If at any time prior to August 9, 2019: (a) Tenant exercises any of Tenant's rights to terminate the Agreement, or (b) Tenant elects not to renew the Agreement, Tenant shall pay a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Town under this Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and August 9, 2019. The Termination Fee will be due and payable in the same manner and on the same dates set forth in this Agreement. Notwithstanding

the foregoing, Tenant will be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Agreement due to a Town default.

12. In addition to the rent currently paid by Tenant to Town pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Property, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to Town fifty percent (50%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Town of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Tenant to do so. Town acknowledges that Town shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that (i) revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Town shall have no right to receive any portion of such revenue; and (ii) any payments made between or among Tenant and Crown Castle South LLC, a Delaware limited liability company, or their parents, affiliates, successors and/or assigns shall be expressly excluded from the provisions of this Section and Town shall have no right to receive any portion of such payments.

13. As further consideration for the Additional Rent as set forth in Section 12 of this First Amendment, during the term of the Agreement Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 2,000 square feet of real property adjacent to the existing Property at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, the Additional Lease Area shall also be subject to the Section 12 revenue sharing provision. Tenant may exercise the Option by providing written notice to Town at any time; provided, however, that following Tenant's delivery of notice to Town, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Town agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Town shall obtain and deliver any documentation

Site Name: AARB BRA110
 BU: 811572
 Fixed Asset # 10023543
 PPAB 2660395v1

necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

14. Once per calendar year, Town may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Town within sixty (60) days after Tenant's receipt of such written request.

15. If requested by Tenant, Town will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Town agrees to be named applicant if requested by Tenant. Town shall be entitled to no further consideration with respect to any of the foregoing matters.

16. Representations, Warranties and Covenants of Town. Town represents, warrants and covenants to Tenant as follows:

(a) Town is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Town's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Town owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Town shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, Town shall cure any defect in Town's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to Town's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Town agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

17. IRS Form W-9. Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Town's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.


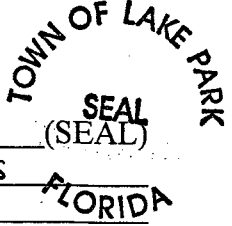
18. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Town and Tenant dated November 24, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TOWN:

TOWN OF LAKE PARK,
a Florida municipal corporation

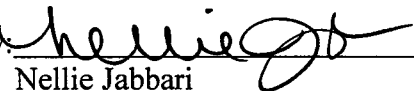
By:  
Print Name: James DuBois
Title: Mayor

IN WITNESS WHEREOF, Town and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By:  (SEAL)
Nellie Jabbari
Area Manager Real Estate Transactions

Site Name: AARB BRA110
BU: 811572
Fixed Asset # 10023543
PPAB 2660395v1

RESOLUTION NO. 25-09-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT 1 TO THE LEASE AGREEMENT WITH CROWN CASTLE SOUTH, LLC. FOR ADDITIONAL EXTENSION TERMS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and the property at 700 6th Street; and

WHEREAS, Crown Castle South LLC. (Crown Castle) has negotiated with the Town Manager an amendment to the existing lease; and

WHEREAS, the Town Manager has negotiated the terms the Amendment 1 with Crown Castle to amend the Agreement by replacing "four (4)" additional five (5)-year extension terms with "eight (8)" additional five (5)-year extension terms thereby adding four (4) additional five (5)-year extension terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2039 unless sooner terminated as provided in the Agreement; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into an Amendment 1 Lease Agreement with Crown Castle.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Amendment 1 to the Lease Agreement with Crown Castle. A copy of the Amendment 1 Lease Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall be effective upon adoption.

Certification
 I, Vivian Mendez, Clerk of the Town of Lake Park, Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park this 13 day of September, 2015.
Vivian Mendez
 Town Clerk

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u> </u>
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 25-09-15 duly passed and adopted this 2 day of September, 2015.

Certification
I, Vivian Mendez Clerk of the Town of Lake
Florida, do hereby certify that the foregoing is a true
and correct copy of the original instrument as contained
in the official records of the Town. Witness my hand and the
Official Seal of the Town of Lake Park This
day of September, 2015
Town Seal Vivian Mendez
Town Clerk

TESTE:
NMOL

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK
TOWN OF LAKE PARK
SEAL
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

08 2071 H 395

easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned access, the TOWN hereby agrees to grant an alternative nonexclusive access or utility easement either to the TENANT or to the public utility at no cost to the TENANT.

3. TOWN also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". TENANT agrees to submit said survey to TOWN for its approval, which approval shall not be unreasonably withheld. TOWN shall approve or object to said survey within twenty (20) business days from receipt or said survey shall be deemed to be approved by TOWN. TOWN grants TENANT the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to TOWN's real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the TENANT.

4. This Agreement shall be for an initial term of five (5) years commencing on the date the Building Permit is issued to TENANT. Consideration for the initial term and all extensions thereof shall be provided by TENANT as follows:

A. TENANT, at TENANT's expense, shall construct and maintain a 125' free standing monopole structure, and permit TOWN to utilize a portion of this monopole structure, all at no expense to TOWN, as is provided herein. During the initial five year term and the first five year extension term of this Agreement, TOWN shall be paid NO annual rental fee (\$000.00) from TENANT. In lieu thereof:

i) a. TENANT shall allow TOWN, without charge, to locate on said monopole structure its municipal antennas for public service communication purposes. TOWN shall be permitted to locate on the monopole structure two (2) antennas, (Decibel 224 or equivalent with an antenna bracket configuration that separates these antennas by a horizontal distance of 8 feet) located at about 100 ft. elevation AGL, with such equipment and related cables satisfactory to TOWN and as approved by TENANT, with such approval not to be unreasonably withheld. TOWN shall provide TENANT upon execution of this Agreement an exact description of all antennas, equipment and height for the installation for current and future use anticipated by TOWN and such equipment list shall be specifically identified and attached hereto and become Exhibit "C", and made a part hereof. TOWN may modify its above described antennas on said monopole structure, provided TOWN 1) notifies TENANT of such scheduled modification; 2) TOWN's antennas do not conflict with TENANT's antennas and equipment; and 3) the wind load and structural capacity of said replacement antennas are substantially the same or less than the above described antennas.

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The cost of said equipment and maintenance thereof shall be the TOWN's responsibility. TOWN, or its contractors, shall perform said modification and maintenance in a workmanlike manner and all work is to be done in a manner reasonably consistent with TENANT's high quality construction standards. Prior to the commencement of any modification or maintenance work TOWN shall submit detailed plans of the work to be performed by TOWN for its approval and TENANT shall have the option to approve TOWN's contractor prior to any modification or maintenance that will require access to the structure, such approval shall not be unreasonably withheld and shall be forthcoming within twenty (20) business days from receipt of TOWN's request by TENANT. Notwithstanding the foregoing, for emergency purposes only, TOWN agrees to submit a contractor to TENANT for TENANT's advance approval. TOWN agrees to utilize this approved contractor in cases of emergencies. In the event of an emergency, TOWN's approved contractor may access the structure for the purpose of repairing any damage and restoring the TOWN's equipment to its original working order. TOWN agrees to provide TENANT with after the fact notice within 24 hours of any such emergency.

b. TENANT agrees to install the TOWN's antennas, antenna brackets and all necessary mounting hardware, as well as, a single point grounding network and a top mounted dissipation array, at its expense. Upon securing prior written approval from TENANT, TOWN may attach to the grounding network at a point, reasonably acceptable to both TOWN and TENANT, to obtain maximum lightning damage protection.

c. If TENANT should desire to relocate TOWN's antennas on the monopole structure, TENANT shall be permitted as long as it performs all necessary work, at its expense.

ii) TENANT shall remove the existing LP gas 70 KW generator and fuel tank and install a new diesel fuel, propane or gasoline generator (specifications and the specific type to be determined by TOWN) with a minimum 70 KW capacity and make same available to the TOWN for the mutual use of TOWN and TENANT. As a part of this installation, TENANT shall install and pay for any necessary service upgrades that may be required to accommodate the installation and utilization of a larger generator; install a fuel tank acceptable to TOWN and of sufficient size to accommodate a minimum 7 day run time, and; enclose the tank or otherwise make the appearance of the tank reasonably acceptable to the TOWN. TOWN agrees to maintain the generator. If said generator is utilized by TENANT in an emergency situation, TENANT agrees to reimburse TOWN for its pro rata share of fuel.

iii) TENANT agrees to construct a new unmanned equipment building, to be attached to the existing store room/generator room, necessary for its use that substantially matches the building trim and the building type and exterior finish, including but not

limited to, the installation of the mansard tile roof on the new improvements as well as the existing building, (the sallyport and the store room/generator room of the existing police station). TENANT agrees that once the Certificate of Occupancy has been issued by the TOWN, it will not make any modifications to the exterior building space without TOWN's prior approval; notwithstanding, both TOWN and TENANT agree that this provision is not intended to require the TOWN's prior approval to perform maintenance on the exterior building space.

iv) Title to the improvements and equipment referenced in paragraphs ii) and iii) above, shall vest with the TOWN upon the installation and completion thereof by TENANT.

v) TENANT agrees, at no cost to TOWN, when requested by the TOWN, to provide TOWN during an emergency with a maximum of six (6) portable cellular telephones to be used by TOWN only during the emergency conditions and exclusively for the TOWN's emergency preparedness operation, pursuant to the letter agreement set out in Exhibit "D", attached hereto and make a part hereof.

vi) If TOWN should elect to utilize TENANT's cellular system, now or any time during the term of this Agreement, TENANT agrees to offer TOWN its preferred current "State Bid Rate for Governmental Accounts" or the equivalent rate if another cellular provider (other than TENANT) should subsequently obtain the State Contract for Cellular Service to the State of Florida.

vii) TENANT agrees to pay TOWN, upon final execution of this Agreement and the issuance of a Building Permit to TENANT, a one time lump sum payment of NINETY THOUSAND and no/100 DOLLARS (\$90,000.00). Prior to the actual payment, said lump sum amount shall be reduced by the actual cost of a replacement generator unit established and prescribed by TOWN that is actually installed by TENANT for TOWN's benefit and use, as provided in paragraph 4.A.ii), above.

B. TENANT shall have the option to renew this Agreement for four (4) additional five (5) year terms, and such extensions shall automatically occur providing TENANT is not in default of this Agreement or unless TENANT gives TOWN written notice of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

C. Commencing with the second (2nd) five year extension term (the eleventh year of this Agreement), TOWN shall be paid an annual rental fee payment of Twelve Thousand and no/100 Dollars (\$12,000.00), plus sales tax, if applicable. The initial payment shall be due and payable to the TOWN commencing with the second (2nd) five year extension term after the issuance of the Building Permit by the Town of Lake Park and annually thereafter on the anniversary of the lease year. A lease year is the twelve (12)

ORB 8391 P: 598

months commencing with the issuance of the Building Permit and terminating with the last day of the twelfth month thereafter. The rental fee shall be paid to TOWN annually on the first day of the month beginning with each lease year, in advance to the Town of Lake Park or to such other person, firm or place as the TOWN may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The rental fee shall be increased by four percent (4%) annually after the first year of the second five year extension term (the twelfth year of this Agreement).

D. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The rental fee for this period shall be equal to the annual rental fee paid for the previous year of the fourth (4th) five (5) year term and increased by four (4%) per cent, annually.

E. If TENANT shall terminate this Agreement, as is provided herein, or if TOWN should terminate this Agreement subsequent to the fourth (4th) five (5) year extension term, TOWN shall have the option to either 1) purchase said communications structure and certain remaining improvements at such time as TENANT may elect to terminate this Agreement for the agreed upon sum of One Hundred Dollars (\$100.00), or; 2) require the TENANT to, within a reasonable period (not to exceed 90 days), remove its personal property and fixtures (including the monopole structure) and restore the Property to its original above grade condition, reasonable wear and tear excepted. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall not be obligated to pay rent during the time required to complete the removal of personal property and fixtures. The TOWN shall have sixty days in which to exercise this option and notify TENANT in writing. TENANT, at TENANT's expense, shall remove TOWN's antennas and equipment from the monopole structure and situate said antennas and equipment on TOWN's adjacent property, at TOWN's direction. If TENANT should fail, through no fault of TOWN, to comply with the foregoing provisions contained within this paragraph relating to the removal of the monopole structure and its personal property, TOWN may obtain and TENANT shall pay to TOWN, upon written demand, a rental amount equal to three times (3x) the then existing rental amount, prorated for the period during which TENANT remains in possession. Additionally, if TENANT fails to remove said monopole structure and restore the Property as provided herein within ninety (90) days following notice from TOWN, TOWN shall have the right to sue for

088 8391 579

specific performance of TENANT's obligation to perform said removal and restoration. In such instance, TENANT agrees that money damages alone are an inadequate remedy and agrees to pay all of TOWN's costs in such action, including attorney's fees.

F. TENANT and TOWN mutually agree not to install or require the installation of radio equipment of a type and frequency which will cause interference with TENANT's or TOWN's equipment. In the event TENANT or TOWN's equipment causes interference, the interfering party will take all steps necessary to correct and eliminate such interference at its sole cost.

5. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto, consisting of a building as necessary now or in the future to shelter telecommunications equipment and related space, a free standing 125' monopole antenna structure to meet TENANT's telecommunication needs and all necessary connecting appurtenances. TENANT may at its discretion modify its antennas and upon prior approval by TOWN, TENANT may modify its structure or building. All improvements shall be at TENANT's expense. Upon providing TOWN with 24 hour advance notice, TOWN grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. TOWN shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to TOWN in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the TOWN as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the TOWN. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other, except as provided in paragraph 4.E.

6. a) TENANT shall indemnify and hold TOWN harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of

the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the TOWN, or its servants or agents.

b) TOWN shall indemnify and hold TENANT harmless against any claims of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TOWN, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the TENANT, or its servants or agents.

7. TOWN agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. TENANT shall provide TOWN with a Certificate of Insurance naming TOWN as Additional Named Insured and stating coverages in excess of the waiver of sovereign immunity specified in Section 768.28, Florida Statutes.

8. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse TOWN as additional rent for any increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

9. Except as otherwise provided herein, TENANT upon termination of this Agreement, shall at its expense, within a reasonable period, remove its personal property and fixtures.

10. Should the TOWN, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder. TOWN agrees not to sell, lease or use any other areas of the larger parcel upon which the Property is situated for the placement of other communications facilities if such installation would unreasonably interfere with the facilities in use by TENANT.

11. TOWN covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Property.

12. TOWN covenants that, to the best of its knowledge, TOWN is seized of good and sufficient title and interest to the real property and has full authority to enter into and execute this Agreement. TOWN further covenants that, to the best of its knowledge, there are no other liens, judgments or impediments of title on the Property that would affect TENANT's intended use of

ORB 8391 Pg 601

the Property.

13. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the TOWN and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the TOWN or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

14. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

15. This Agreement may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the TOWN, such consent not to be unreasonably withheld.

16. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TOWN: Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
ATTN: Town Manager

With a copy to:

Tim Monaghan, Esq.
Strawn & Monaghan
54 N.E. 4th Avenue
Delray Beach, FL 33483

TENANT: BellSouth Mobility Inc
500 Cypress Creek Road West
Suite 700
Ft. Lauderdale, FL 33309
ATTN: Manager, Real Estate

17. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

18. At TOWN's option, this Agreement shall be subordinate to any mortgage by TOWN which from time to time may encumber all or

part of the Property or right of way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of TOWN's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased Property is encumbered by a mortgage, the TOWN, no later than thirty (30) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage. In the event TOWN fails to provide TENANT with such instrument within such time period, TOWN agrees that TENANT may, at TENANT's option, withhold and accrue the monthly rental until such time as the requested instrument is received by TENANT.

19. If the whole of the Property or such portion thereof as will make the Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between TOWN and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of TOWN and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

20. TOWN and TENANT agree that this Lease Agreement will be forwarded for recording or filing in the appropriate office of the County of Palm Beach, and TOWN and TENANT agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT's option and expense, may obtain title insurance on the space leased herein. TOWN, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or, at TENANT's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, TOWN shall cooperate with TENANT's efforts to cure the defects in title. At TENANT's option, if title is found to be defective and TENANT has been unable to cure the defects within a reasonable period, TENANT may cancel this Agreement.

21. If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after service by TOWN of written notice upon TENANT specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such

ORB 8391 Pg 603

events this Agreement shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Leased Premises to TOWN as provided herein.

22. In connection with any litigation arising out of this Agreement, the prevailing party, whether TOWN or TENANT, shall be entitled to recover all costs incurred including attorney's fees for services rendered in connection with any enforcement of breach of contract, including appellate proceedings and post judgment proceedings.

23. In accordance with Florida Law, the following statement is hereby made:

RADON GAS: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. TOWN will be responsible for any and all damages, losses, and expenses and will indemnify TENANT against and from any discovery by any persons of such hazardous wastes generated, stored, or disposed of as a result of TOWN's equipment and uses of the aforementioned Property. TENANT will be responsible for any and all damages, losses, and expenses and will indemnify TOWN against and from any discovery by any persons of such hazardous wastes generated, stored, or disposed of as a result of TENANT's equipment and uses of the aforementioned Property.

25. This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

TOWN

Signed, sealed and delivered
in the presence of:

THE TOWN OF LAKE PARK

Witness

Print Name: George A. Long

By: William H. Wagner

Print Name: William H. Wagner

Title: Mayor

Address: 535 Park Avenue

Lake Park, FL 33403

EXHIBIT "B" SITE "AARB"

ORB 8391 Pg 605

EQUIPMENT ROOM & TOWER SITE LEGAL DESCRIPTION

A parcel of land in Block 19, KELSEY CITY SHEET NO.6, according to the plat thereof as recorded in Plat Book 8, Page 17 of the Public Records of Palm Beach County, Florida; Being more particularly described as follows:

Commencing at the Northeast corner of said Block 19; thence N.89°59'40"W., along the North line of said Block 19, 546.83 feet; thence S.00°13'41"W., 36.86 feet; thence S.89°46'19"E., 32.00 feet; thence S.00°13'41"W., 53.50 feet to the Point of Beginning; thence S.89°46'19"E., 4.50 feet; thence S.00°13'41"W., 45.50 feet; thence N.89°46'19"W., 12.50 feet; thence N.00°13'41"E., 12.00 feet; thence N.89°46'19"E., 12.00 feet; thence N.00°13'41"E., 33.50 feet; thence S.89°46'19"E., 20.00 feet to the Point of Beginning. Containing 970.8 square feet or 0.02 acres more or less. lying and being in the City of Lake Park.

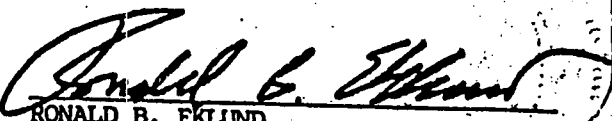
20.00 FOOT WIDE ACCESS EASEMENT LEGAL DESCRIPTION

A parcel of land in Block 19, KELSEY CITY SHEET NO.6, according to the plat thereof as recorded in Plat Book 8, Page 17 of the Public Records of Palm Beach County, Florida; Being more particularly described as follows:

Commencing at the Northeast corner of said Block 19; thence N.89°59'40"W., along the North line of said Block 19, 546.83 feet to the Point of Beginning; thence S.00°13'41"W., 36.86 feet; thence S.89°46'19"E., 32.00 feet; thence S.00°13'41"W., 53.50 feet; thence N.89°46'19"W., 20.00 feet; thence N.00°13'41"E., 33.50 feet; thence N.89°46'19"W., 32.00 feet; thence N.00°13'41"E., 56.79 feet; thence S.89°59'40"E., 20.00 feet to the Point of Beginning. Containing 2447.2 square feet or 0.06 acres more or less. lying and being in the City of Lake Park.

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

COMM. NO. 5050.52
DATE 7-21-94
SHEET 1 OF 2


RONALD B. EKLUND
Registered Land Surveyor No. 2559.
State of Florida.



MORGAN & EKLUND INC.
PROFESSIONAL SURVEY CONSULTANTS

VERO BEACH - DEERFIELD BEACH

BOUNDARY • MORTGAGE • ROUTE • CONSTRUCTION • TOPOGRAPHIC • CONTROL • HYDROGRAPHIC SURVEYS

1850 43RD AVE. SUITE C-A
VERO BEACH, FLORIDA 32960
407-563-2288 FAX-407-563-2480
1500 S.E. 3RD CT. SUITE 203
DEERFIELD BEACH, FLORIDA 33441
305-481-6882 FAX-305-481-0451

Item 3.

SKETCH OF LEGAL DESCRIPTION

Top of highest structure on building (dish antenna) = 33.47 feet M.G.V.D. of 1935.

[illegible]

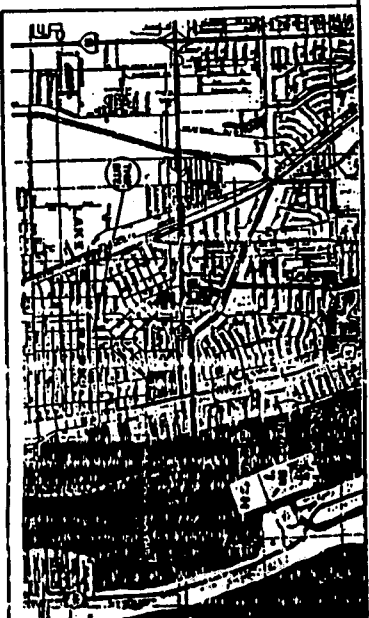
[Signature]

BOUNDARY SURVEY & LOCATIONS of LEASE AREAS: for		30000.00 - 1000.00 = 29000.00 10.000000
BELL SOUTH MOBILITY SITE A4-38		5.00 - 84.00
DATE OF ACT	DATE OF REC	DATE OF 1st PAY
ACTY	REC	5-7-84
		DATE OF 1st PAY

[illegible]

SECRET

1. Staff operations, 1, add 11 items, additional work was involved.

[illegible]



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2022

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED "LITTLE FREE LIBRARY BOOK DISPENSARIES" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by Town Manager Bambi McKibbon-Turner Date: 12/21/22

Anders Viane / Planner

Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct: #108 <input type="checkbox"/> Finance	Attachments: → Ordinance 03-2023
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required for 1st Reading	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>AV</u> Please initial one.

Summary Explanation/Background:

This item has been developed as a result of several meetings between Town Staff, including the Community Development Department, Public Works, the Town Manager's Office, and the Lake Park Library. The purpose of this item is to create accompanying development guidelines for the Lake Park Library's Little Free Library Program for Community Development to implement as the Little Free Library Program comes online throughout the Town. The regulations are designed to ensure that the Little Free Library book dispensary boxes are installed in accordance with the Town of Lake Park zoning code and general best practices for safety and maintenance. Per the guidance of our legal counsel, the proposed ordinance is designed to codify the minimum

necessary for the administration of the program as it pertains to the Community Development Department while allowing the Lake Park Library to retain flexibility and primary control over the program and the particularities of its administration.

Recommended Motion: I MOVE TO APPROVE ORDINANCE NO. 03-2023 on first reading.

ORDINANCE 03-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED “LITTLE FREE LIBRARY BOOK DISPENSARIES” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 78, of the Town’s Code of Ordinances (Code) regulates through its Zoning Code the location of uses within the Town; and

WHEREAS, Article V, of the Town’s Code of Ordinances sets forth certain supplementary regulations that are permitted in the zoning districts; and

WHEREAS, the Community Development Director has recommended that the Town Commission amended Chapter 78, Article V, to create supplementary regulations to authorize the location of book Dispensaries throughout the Town known as “Little Free Libraries.”

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article V, Section 78-156 of the Code, entitled “Little Free Libraries” is hereby created and shall read as follows:

Sec. 78-156. - Little Free Libraries.

(a) *Purpose and intent.* The purpose of this section is to regulate the locations of Little Free Library book dispensaries on private and public properties within the Town.

- (b) Definition. Little free library book dispensary shall mean a publicly-accessible structure which is designed, constructed and placed on private or public property for collecting and distributing reading materials in accordance with the Town Library's Little Free Library Program.
- (c) Enrollment of participants in the Little Free Library Program. All those who are enrolled in the Little Free Library book dispensary program shall operate and maintain their book dispensaries in accordance with this section and the terms and conditions established by the Town of Lake Park Public Library (Library). Book dispensaries established prior to the adoption of this ordinance shall be eligible to participate in the program, subject to meeting the requirements of this section and the terms and conditions established by the Library.
- (d) Design. All book dispensaries shall conform to one of the designs approved by the Library. Little Free Library book dispensaries are "temporary structures" and shall be subject to removal upon the declaration of a severe weather event or other emergencies declared by the Town.
- (e) Permitting. All participants in the Lake Park Little Free Library Program shall submit an application for review by the Community Development Department prior to placing a book dispensary on the participants' property. A zoning review fee shall not be charged for reviews of Little Free Library placements.
- (f) Location. Lake Park Little Free Libraries shall only be located on properties within a single-family residential zoning district or on a public property and shall be placed no more than two feet from the front or side yard property line.
- (g) Lake Park Little Free Libraries shall not be placed within visibility triangles as defined under Sec. 78-253 or in such a way as to obstruct the sightlines of motor vehicles.
- (h) Maintenance. All participants in the Little Free Library book dispensary program shall maintain the structure in accordance with this section and in good condition. Where a Little Free Library book dispensary becomes discolored, faded, or shows other visible signs of deterioration, it shall be repaired or replaced. Prior to its replacement, the participant shall submit a new application to the Community Development Department.

Section 4. Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance

Section 6. Effective date. This ordinance shall take effect immediately upon execution.

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2023

Originating Department: Public Works

Agenda Title:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Approved by Town Manager:

[Signature]
TOWN MANAGER

Date: 01-11-23

Cost of Item: N/A

Funding Source: N/A

Account Number: N/A

Finance
Signature: _____

Advertised: N/A

Date: _____

Newspaper: _____

Attachments:

1. Agenda Request Form (ARF)
2. Proposed Ordinance
3. Current Ordinance
4. Presentation on the Proposed Solid Waste Ordinance Revisions
5. Sanitation Multi-Family Rate Study, dated July 6, 2022

Please initial one:

Yes, I have notified everyone

[Initials]

Not applicable in this case

Background:

This Ordinance was approved by the Town Commission as proposed on a **3/1** vote during the Regular Town Commission Meeting of **January 4, 2023**.

Summary Explanation:

The Town Commission will consider on second reading an ordinance amending Articles I, II, III, and V of Chapter 24 of the Town's Code of Ordinances pertaining to Solid Waste (Sanitation).

The main purpose of the proposed Solid Waste Ordinance revision is to update general text, procedures, and policies in the Ordinance, which were mostly last revised in 2002 (21 years ago) and are now outdated and/or inconsistent with current sanitation utility best practices.

The most significant change in the proposed revision to the Solid Waste Ordinance, is the re-classification of Residential Multi-Family Properties consisting of five (5) or greater units as *Commercial Properties*, to be consistent with the type of sanitation services these properties receive (using dumpsters).

This change was the main focus of and the key recommendation resulting from the Multi-Family Sanitation Rate Study, dated July 6, 2022 (**Attachment 5**), which was presented to the Town Commission on August 17, 2022.

Moreover, as recommended by the 2022 Rate Study, on January 18, 2023, the department will present to the Town Commission, for approval consideration, a new proposal to conduct a comprehensive financial analysis of the sanitation utility.

The scope of services for the 2023 Sanitation Rate Study includes a determination of utility operating costs, determination of revenue sufficiency, and the development of implementation strategies for the transitioning of Residential Multi-Family Properties (5 or greater units) to Commercial Rates by Fiscal Year 2024.

The findings and recommendations from the 2023 Sanitation Rate Study will be shared with the public and the Town Commission during a workshop event in late spring of 2023.

Finally, the Public Works Department sent certified letters regarding this hearing to properties that may be impacted by the proposed rate re-classification.

The Town Manager recommends approval.

Recommended Motion:

I MOVE TO APPROVE THE ORDINANCE ON SECOND READING.

ORDINANCE 01-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; 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 Chapters 163, Florida Statutes; and

WHEREAS, the Town operates a Sanitation Utility (the Utility) that provides solid waste collection and disposal services within the Town; and

WHEREAS, the operation of the Utility furthers the health and welfare of Town residents, visitors, and businesses; and

WHEREAS, there is a need to amend certain definitions and clarify certain language pertaining to the Utility's operations, and associated policies and procedures

WHEREAS, the Town Commission has determined that amending Articles I, II, III and V of Chapter 24, *Solid Waste*, will further the public's health, safety and general welfare.

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

Section 1. The foregoing recitals are hereby incorporated herein as true and correct.

Section 2. CHAPTER 24, of the Code of Ordinances, entitled "SOLID WASTE" , is hereby amended as follows:

Chapter 24 SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The definitions located in F.S. § 403.703 shall apply to this chapter. In addition, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky ~~wastes~~waste means large, noncontainerized, discarded items placed for disposal such as large boxes, barrels, crates, large furniture and large appliances, but not including yard and garden trash items, as defined in this section.

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes ~~including~~or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. ~~For the purpose of billing the annual assessment,~~ Commercial single-family and/or multifamily units ~~will~~or grouping of five or more units shall be billed ~~the residential assessment rate accordingly,~~in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Commercial trash means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of Commercial Properties, i.e.: stores, offices, public buildings, residential rental properties and other business places. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

Compactor means a metal container (dumpster or roll-off box) that contains a packing mechanism and an internal or external power unit.

Containerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, and which can be stored for collection in an approved refuse container, e.g., food packaging, small appliances, small toys, dishes, etc.

Containerized light yard trash means any and all accumulations of bagged waste vegetation ~~having a maximum diameter of four inches and which is stored~~placed for collection ~~in an approved refuse container,~~ or any and all accumulations of waste vegetation ~~loosely piled~~arranged in a single pile for collection in a quantity/volume not exceeding ~~two~~ten cubic yards, (approximately 18' Long x 4' Wide x 4' Tall), other than grass clippings.

Dumpster means a metal container of not less than two cubic yards or larger than eight cubic yards, made of watertight construction with doors opening on top, and constructed so that it can be emptied mechanically by specially equipped trucks.

Garbage means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects; bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

Heavy yard trash means any and all accumulations of waste vegetation having a diameter of more than four inches or which is loosely piled for collection in a quantity of more than ~~two~~ten cubic yards, other than grass clippings. The term "heavy yard trash" shall also include any and all accumulations of soil and/or sod piled for collection.

Industrial waste means any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except minor household repair projects performed by the owner or occupant), and public works type construction projects whether performed by a governmental unit or by contract.

Loading and unloading area means any designated loading or unloading space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.

Minor household repairs ~~means~~mean minor residential household repairs for which no permit is required under the technical codes and which are done exclusively by an occupant of the residence.

Multifamily residential unit means any building containing more than one dwelling unit.

Noncontainerized household trash (see also Bulky waste) means any and all accumulations of waste material generated in and about the home, other than garbage, which cannot be stored for collection in an approved refuse container due to its larger size; e.g., furniture, large toys, lawn mowers, etc.

Parking lots means areas on commercial and/or public properties designed specifically for vehicular parking.

Premises means lots, sidewalks, alleys, rights-of-way, grass strips and curbs up to the edge of the pavement of any public thoroughfare.

Public property means any area that is used or held out to be used by the public, whether owned or operated by a public interest, including but not limited to highways, streets, alleys, parks, recreation areas, sidewalks, grass strips, medians, curbs or rights-of-way up to the edge of the pavement of any public thoroughfare or body of water.

Refuse means solid waste accumulations consisting of garbage, containerized household trash, noncontainerized household trash, containerized light yard trash, heavy yard trash, white goods/large appliances, and commercial trash as defined in this section.

Refuse containers and receptacles means approved and unapproved vessels used to store all types of garbage, trash, waste and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off boxes and rollout carts.

Residential property means any single-family ~~and~~ dwelling that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units maintained has been approved by the town commission to be classified as homestead property-commercial property. Residential properties are typically serviced through the use of rollout carts.

Roll-off box means a container varying in capacity between ten cubic yards and 40 cubic yards which is used for collecting, storing and transporting building materials, business trash, industrial waste, hazardous refuse, refuse or yard trash. The container may or may not use an auxiliary stationary packing mechanism for compaction of materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

Rollout cart means a ~~6064~~-gallon to ~~10196~~-gallon plastic container of a type approved by the town manager or designee, of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit- that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes.

(Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 11-2002, § 1, 4-17-2002; Code 1978, § 10-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-2. Garbage, trash and recyclable collection reserved exclusively in town or its contractors.

The governmental function of collection, removal and disposal of all garbage, trash and recyclables within the municipal limits of the town is exclusively vested in the municipal government of the town, its contractors and franchises, and all other individuals, persons, firms or corporations are specifically and expressly prohibited from engaging in that practice or business within the corporate limits of the town and from utilizing the publicly dedicated streets, alleys and other thoroughfares for such purposes.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-2)

Sec. 24-3. Administration of chapter.

Collection, storage and disposal of all garbage and trash shall be in accordance with this chapter. The administration of this chapter shall be the duty of the town manager or designee except as otherwise stated.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-3)

Sec. 24-4. Policies, rules and fees.

Any policy, rule, fee, charge or assessment for the proper administration of this chapter may be established by resolution of the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-4)

Sec. 24-5. No profit requirement for town contractors or franchisees.

Any other applicable ordinances or laws to the contrary notwithstanding, all contractors or franchisees of the town shall be required to properly and timely fulfill all the terms and conditions of their contracts/franchises, including all fees and prices, and said contractors/franchisees, or their agents or subsidiaries shall not, as a matter of law, be entitled to a profit on their respective contracts/franchises.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-5)

Sec. 24-6. Deposit other than in approved container.

No person shall place or keep garbage or trash anywhere within the town in any vessel or receptacle other than in a standard, approved garbage or trash container from which regular collections are made unless otherwise provided by this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-6)

Sec. 24-7. Use of receptacles by other persons.

It shall be unlawful for persons to use receptacles, containers, or rollout carts owned or assigned to other persons.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-7)

Sec. 24-8. Dumping on property owned by others prohibited.

It shall be unlawful to dispose or discard any garbage, trash or litter on property owned or controlled by someone else. Violations shall be subject to a fine pursuant to the Town's fee schedule as is established from time to time by the adoption of a resolution by the Town Commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-8)

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-9. Offensive deposits; burying and depositing in waterways.

No person shall deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant or unoccupied lot, or any creek or watercourse any noxious, filthy, malodorous or offensive liquid or solid material, garbage or trash.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-9)

Cross reference(s)—Waterways, ch. 76.

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-10. Out-of-town refuse; transfer station.

It shall be unlawful for any person or agent to deposit any form of refuse collected outside of the town's corporate limits at any place within the town's corporate limits.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-10)

Sec. 24-11. Appliances with locking or magnetic door closing devices.

It shall be unlawful for any person to leave outside any building, in a place accessible to children, any appliance, refrigerator or container with a locking or magnetic door closing device unless the door or lid has been removed.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-11)

Sec. 24-12. Recyclable materials and recycling containers.

- (a) It shall be unlawful for any unauthorized person or agent to remove articles or otherwise disturb materials in recycling containers, or to remove, damage or destroy recycling containers.
- (b) It shall be unlawful to place any material not suitable for recycling in a recycling container.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-12)

Sec. 24-13. Responsibility of owner.

Ultimate responsibility for compliance with the provisions of this chapter shall lie with the owner of the property in question. This shall not, however, preclude an enforcement action against another person occupying, controlling or otherwise responsible for a property upon which there is found to be a violation of this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-13)

Sec. 24-14. Enforcement.

The provisions of this chapter shall be enforced through the code compliance board or through the alternate code enforcement procedures, except that the collection of fees, costs and assessments shall be enforced pursuant to procedures provided in article IV of this chapter or by the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-14)

Sec. 24-15. Collection and enforcement during an emergency declaration.

A property owner, or the tenant of a residence or business shall not place any debris, trash vegetative yard waste, or recycling materials out for collection once the mayor has rendered a declaration of emergency for the town. In the event of a violation of this section occurs, the town may immediately dispose of the materials and charge its actual costs of collection and disposal, along with a one-time \$250.00 fee and any other administrative charges it incurs and invoice the property owner or business for the payment of these costs. If the costs are not paid, the town may record a lien against the property.

(Ord. No. 12-2018, § 2, 10-17-2018)

Secs. 24-16—24-30. Reserved.

ARTICLE II. RESIDENTIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-31. Base collection service.

Base collection service shall include collection and disposal of containerized garbage, single-family light yard trash and containerized household trash and recyclable materials. Containerized garbage and trash shall be placed in containers provided by the town.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-19)

Sec. 24-32. Special collection service.

Any refuse which is not provided for as part of the base collection service established herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-20)

Sec. 24-33. Collection schedule.

The schedule for solid waste collection services shall be established and may be amended by resolution of the town commission.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-21)

Sec. 24-34. Approved containers.

~~(a)~~ *Building materials.* The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the Town's Public Works Department for roll-off containers from providers approved by the Town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the Town's fee schedule which is adopted from time to time by a resolution of the Town Commission.

(b) *Garbage and trash.* The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantity and location of receptacles on developed properties and shall determine whether containers are serviceable.

(b~~c~~) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-22)

Sec. 24-35. Additional/replacement containers.

The town may set aside funds within its budget for periodic replacement of garbage and trash, and recycling containers. Additional containers and interim replacement of such containers as are lost, damaged or stolen shall be obtained at the expense of the owner or occupant of the residence.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-23)

Sec. 24-36. Container maintenance.

- (a) *Responsibility for maintenance.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering containers.* All garbage and trash containers shall be kept tightly covered at all times, except as it is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-24)

Sec. 24-37. Underground containers prohibited.

Containers stored partially or totally below the surface of the ground are prohibited. Existing underground containers must be removed and spaces remaining shall be properly filled with soil or other suitable material.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-25)

Sec. 24-38. Preparation of materials for collection.

- (a) *Garbage.* All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.

- (b) *Containerized household trash.* Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.
- (c) *Noncontainerized household trash and white goods/large appliances.* Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.
- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) *Heavy yard trash.* Except as provided in section 24-39(d), ~~persons engaged in either~~ residents, including tenants or lessees engaging a commercial landscape or lawn maintenance business shall be required to notify the town of heavy yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) *Recyclables.*
- (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
 - (2) Designated recyclables for this townwide program shall consist of the following materials:
 - a. Newsprint plus glossy, printed material;
 - b. ~~Aluminum~~ Food and beverage cans;
 - c. Clear, brown or green glass containers, with caps and lids removed;
 - d. Plastic containers, with markings indicating suitability for recycling; and
 - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) *Special/prohibited materials.*
- (1) *Dangerous trash items.* It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so

as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.

- (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- ~~(4) *Building materials.* Residents, including tenants or lessees engaging a building contractor or installer shall make arrangements with the town's approved roll-off container provider for the provision of a container and the proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said roll-off container and removal services shall be borne by the residents, including tenants or lessees, or their contractor or installer.~~
- (5) *Minor building repairs.* Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (6) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (7) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-26)

Sec. 24-39. Placement of containers, materials and vehicles.

- (a) *Placing of refuse and refuse containers for collection.* No refuse or refuse container shall be kept upon or adjacent to any street, sidewalk, ~~parkway~~swale, front yard, side yard or other place within the view of persons using the town's streets and sidewalks, except that:
- (1) No earlier than 4:00 p.m., on the day preceding that upon which refuse collections are customarily made from such premises, or no later than 7:30 a.m., on the day on which refuse collections are customarily made from such premises, refuse containers and noncontainerized yard or household trash shall be placed within six feet of the street or just inside the public walk for the purpose of permitting the collection of refuse therefrom, and such refuse containers shall be removed from such place on the same day collection is made.
 - (2) On streets where no ~~parkways~~swales or lawn areas near the street are available for the placement of refuse containers of noncontainerized trash, the owner or occupant shall place same adjacent to the driveway but not further than six feet from the street.
- (b) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (c) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon, or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (d) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (e) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for a return trip or other additional service made necessary by a violation of this section. Violations may also be subject to a fine pursuant to the Town's fee schedule approved by Resolution of the Town Commission.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-27)

Secs. 24-40—24-70. Reserved.

ARTICLE III. COMMERCIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-71. Base collection service.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the town commission.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-36)

Sec. 24-72. Special collection service.

Any refuse which is not prepared for collection as provided herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-37)

Sec. 24-73. Collection schedule.

Commercial accounts will be serviced on a Monday through Friday basis with the number of pickups being determined by the type of business and amount of garbage/trash generated in accordance with the determination made pursuant to section 24-71.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-38)

Sec. 24-74. Approved containers.

(a) *Garbage and trash.* The town shall require the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size and quantity of receptacles as well as the frequency of pickup for receptacles on developed properties. Said determination shall be made by the town manager or designee on an equitable basis which may include, but not be limited to, the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority. All mechanical containers shall be purchased by the town and rented to all commercial customers with the rental fee paid as part of the standard rate fee. The town shall determine whether containers are serviceable.

(b) *Recyclables.* Only containers designated by the town shall be utilized for recyclable material collection.

(c) *Roll-off boxes.* Commercial customers, if required to utilize a roll-off ~~box~~ container, shall obtain roll-off/roll-on collection service through a provider holding a franchise from the town and shall make payment therefor to the franchisee.

~~(d)~~ *Building materials.* The property owner of any property which requires a roll-off containers to secure and remove building materials or which is associated with other permitted activities, shall make arrangements with the Town's Public Works Department to for roll-off containers from a provider approved by the Town. A property owner's failure to do so may result in a fine pursuant to the Town's fee schedule adopted from time to time by a resoltuion of the Town Commission.

(e) *Charges based on capacity.* The charges established pursuant to section 24-111 for mechanical containers and commercial refuse container service shall accrue and be payable on the total capacity of the container whether or not it is full.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-39)

Sec. 24-75. Container maintenance.

- (a) *Responsibility.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering of containers.* All garbage and trash containers shall be kept tightly covered at all times, except as is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 11-2002, § 2, 4-17-2002; Code 1978, § 10-40)

Sec. 24-76. Container storage/screening.

- (a) *Prohibited locations.*
 - (1) *Generally.* Dumpsters shall not be located within the right-of-way of a public street or alley.
 - (2) *Special exception:* For buildings constructed prior to adoption of the ordinance from which this section is derived and where unusual conditions exist which do not provide for the usual placement of refuse containers on the property as provided herein, the community development department, after consultation with the property owner or representative, as applicable, shall determine a satisfactory alternative location for the placement of said refuse container.
- (b) *Requirements for building renovation, modification or erection of new structures.* Prior to the issuance of a building permit by the community development department for the renovation, modification or erection of a new structure other than single-family dwellings, provisions must be made for the storage and handling of refuse and recyclables. Such arrangements shall provide free access to containers by mechanized equipment at all times. The community development department, after consultation with the contractor or owner, as applicable, shall determine the proper location for said containers.
- (c) *Dumpster placement surface.* Newly developed properties shall provide a concrete dumpster placement surface, in accordance with the specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet- for a single refuse container.
- (d) *Replacement of dumpster placement surface.* When existing dumpster placement surface requires replacement due to deterioration, the replacement surface shall be of concrete, and in accordance with specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet- for a single refuse container.
- (e) *Screening of refuse containers and receptacles.* The regulations provided in this subsection shall apply to all developed properties except as provided herein. The regulations provided

in this subsection shall not apply to the temporary use of refuse containers and receptacles, such as those placed on-site during construction.

- (1) Refuse containers and receptacle enclosures shall be screened from view, from public streets and abutting properties, wherever practical as determined by the community development department.
- (2) Sufficiency of accessibility to dumpsters shall be determined by the community development director and/or the town manager or designee.
- (3) A building permit shall be required for construction of receptacle screening enclosures. Such construction shall be in compliance with the town building code.
- (4) Natural plant screening materials shall be capable of attaining a height of six feet within two years of installation and shall be maintained at a height not greater than that of any dumpster enclosure.
- (5) All refuse containers and receptacles must be placed on a hard surface. Such surface shall be repaired or replaced as needed at the expense of the owner.
- (6) Screening enclosures, if not currently provided to the specifications herein, shall be in compliance with this section within six months of the effective date of the ordinance from which this chapter is derived.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-41)

Sec. 24-77. Preparation of materials for collection; special/prohibited materials.

- (a) *Hazardous, contagious or medical refuse.* It should be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (b) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (c) *Building materials.* ~~A building contractor or installer shall make arrangements with the town for proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said removal shall be borne by the contractor or installer.~~ All properties which require a roll-off container to secure and remove building materials during construction, or

other solid waste materials shall make arrangements with the Town's Public Works Department for roll-off containers from providers approved by the Town. The failure to do so may result in a fine pursuant to the fee schedule adopted from time to time by resolution of the Town Commission.

- (d) *Minor building repairs.* Building materials resulting from minor building repairs performed by the owner or occupant of a commercial property may be placed in the refuse container used for regular garbage and trash collection service. Discarded lumber pieces must be no longer than four feet and without nails. Subject to the approval of the town's public works department, larger materials may be ~~picked up by special request~~ placed at a predetermined location for collection at an additional charge.

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(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-42)

Sec. 24-78. Placement of containers, materials and vehicles.

- (a) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (b) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (c) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (d) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for return trips or other additional service made necessary by a violation of this section.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-43)

Sec. 24-79. Construction and demolition sites.

- (a) *Receptacles and containers required.* It shall be unlawful for any contractor to fail to provide a suitable ~~on-site receptacles, bulk containers or detachable~~ number of approved roll-off containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on ~~the~~ a construction site. Roll-off containers, if required, shall be obtained through a provider holding a franchise from the town and shall be payable to the franchisee. All material on construction sites shall be containerized by the end of each day and the site shall be kept in a reasonably clean and litter-free condition. ~~The number of receptacles, bulk containers or detachable containers shall be determined by the town manager or designee. Construction sites shall be kept reasonably clean and orderly at all times.~~

- (b) *Removal of concrete or other substances deposited on road surface.* Where concrete or any other substance permanently affixes itself to the road surface, causing the surface to be uneven or defaced, it shall be immediately removed by person responsible. The person responsible, as identified in this section, shall mean the driver of the vehicle which deposited the substance onto the street, the driver's employer, the owner of the real property containing the construction or demolition site and/or the prime contractor in charge of a site from where the substance originated.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-44)

Sec. 24-80. Loading and unloading areas.

Any person maintaining a loading or unloading area shall provide a suitable number and type of receptacles for loose debris, paper, packaging materials and other trash. Such person shall maintain this area neat, clean and litter free.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-45)

Sec. 24-81. Parking lots.

All commercial and public parking lots shall have refuse receptacles distributed within the parking area. All receptacles shall be weighted or attached to the ground as necessary to prevent spillage. It shall be the responsibility of the owner of the parking lot to provide a suitable number and type of receptacles and to collect the refuse and trash deposited in those containers and store this material in an approved refuse container for collection by the town.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-46)

Secs. 24-82—24-110. Reserved.

ARTICLE IV. RATES AND CHARGES

Sec. 24-111. Town commission to set rates, billing and collection policy.

By resolution or other official action, the town commission shall establish and may periodically amend such rates, fees, charges and other assessments to residential, commercial, agricultural and governmental persons and entities as it shall deem necessary or proper for the administration of this chapter. Such assessments may include requirements for prepayments or deposits based upon credit history and other relevant considerations. Further, said resolution or other official action may set other collection related policies including, but not limited to,

deadlines for payment, declaration of delinquency, service fee for a dishonored check, discontinuation of service.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-55)

Sec. 24-112. Fee debt to town; late fee; enforcement.

- (a) *Fee as debt.* The amount of any charge, fee or assessment due under this article is hereby declared to be a debt due to the town, or its agents, and any person required under the terms of this chapter to have accumulations of garbage and trash removed and disposed of by the town, or its agents, shall be liable to the town for that debt.
- (b) *Late fees.* Any bill remaining unpaid for a period of 30 days after rendition shall be delinquent and shall be subject to a late fee established by the town. Additionally, the town shall take legal action to enforce collection of the debt.
- (c) *Enforcement of lien.* A debt created hereunder may be enforced by a lien on real or personal property, by revocation of a business tax receipt and/or by any other lawful means. Any and all costs of enforcement, including attorneys' fees, shall be borne by the party or parties for that debt.
- (d) *Liability for charges and assessments for disposal costs.* Notwithstanding anything herein to the contrary, each property owner and user shall be jointly and severally liable for all charges and assessments for collection and disposal costs.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-56; Ord. No. 11-2006, § 6, 12-6-2006)

Sec. 24-113. Person billed for water shall be responsible for charges.

In addition to any person otherwise identified herein, the person or company in whose name water services are billed by the town or designated billing agent shall be considered and declared to be, for the purpose of the enforcement of this chapter, jointly and severally responsible for the payment of fees, rates and charges due pursuant to this chapter.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-57)

Secs. 24-114—24-140. Reserved.

ARTICLE V. SOLID WASTE ASSESSMENT

Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Annual solid waste assessment roll means a list confirmed by the town commission each fiscal year of all lots and parcels of assessed property in the town within the boundaries of the town containing the following information:

- (1) A summary description of each lot and parcel conforming to the description contained on the real property assessment roll;
- (2) The name and address of the owner of each lot and parcel as reflected on the real property assessment roll; and
- (3) The annual solid waste assessment imposed on each residential lot or parcel as established in the rate resolution.

Assessed property means such lots or parcels as may be designated by the town commission in the rate resolution, against which the solid waste assessment is imposed.

Assessment date means January 1 of each year, or such other date as may be designated by the town commission, which date shall constitute the date on which the solid waste assessment is imposed as a lien against assessed property listed on the annual solid waste assessment roll or on any addendum thereto.

Building means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. The term "building" shall include trailers, mobile homes, or any vehicles serving in any way the function of a building.

Commercial property means ~~all improved~~any property ~~which is used~~utilized for commercial, governmental, agricultural, and industrial ~~or other nonresidential~~ purposes.

~~Commission means the town commission~~ or single-family and/or multifamily units or grouping of the Town five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of Lake Park, Florida. five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Governmental property means all property owned by any federal, state, county, municipal or local governmental units, or any agency of such governmental unit, including school boards.

Improved property means all residential and commercial property, containing a building that generates, or is capable of generating, solid waste.

Mobile home means manufactured homes, trailers, campers and recreational vehicles.

Rate resolution means the resolution adopted by the town commission under the provisions of section 24-145 establishing the schedule of solid waste assessments to be imposed, and the categories of assessed property.

Real property assessment roll means the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes on real property.

Residential property means ~~all improved property which contains~~ any single-family dwelling maintained that is owner-occupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town ~~manager or the~~ commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized for commercial purposes. Residential properties are typically serviced through the use of rollout carts.

Solid waste means all types of garbage, trash, refuse and recyclables described, defined or contemplated pursuant to this chapter.

Solid waste assessment means the annual non-ad valorem special assessment imposed upon a ~~lot or parcel of improved~~ residential property in the town to pay for the cost of collection, disposal and management of solid waste generated or capable of being generated from such property and the administrative costs related thereto.

Solid waste assessment category means the classification of improved property incorporated in the rate resolution ~~for the imposition of the solid waste assessment for such property;~~ which, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-70)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-142. Findings.

It is hereby ascertained, determined and declared that:

- (1) The requiring of all persons owning or occupying improved property within the town to dispose of solid waste and other wastes and discarded property generated on such property in accordance with the provisions of this chapter will greatly reduce the instances of illegal dumping and littering.

- (2) It is necessary to the health, welfare and safety of the residents of the town to provide for a comprehensive program for collection and disposal of solid waste.
- (3) It is further necessary in the implementation of such a comprehensive program to require all persons owning or occupying residential or commercial property within the town to have their solid waste collected and disposed of pursuant to the town's program for same.
- (4) The imposition of an annual solid waste assessment is the most equitable and efficient method allocating and apportioning the cost of collection and disposal of solid waste ~~among classifications of property~~ for residential properties within the town.
- (5) The annual solid waste assessment imposed under this article to pay the cost of administration and operation of the town's system for collection and disposal of solid waste for ~~commercial and residential~~ property properties is a non-ad valorem (special) assessment within the meaning and intent of F.S. § 197.3632, or its successor in function.
- (6) It is hereby declared and determined by the town that the town's system for collection and disposal of solid waste for commercial and residential properties shall and does constitute a benefit to such properties which is equal to or in excess of the cost of providing such service.
- (7) That each property assessed hereunder does receive a special benefit from the services to be provided pursuant to this chapter and that the assessment contemplated hereunder is fairly and reasonably apportioned among such properties receiving such special benefit.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-71)

Sec. 24-143. Mandatory disposal of garbage, trash and recyclables.

All solid waste generated within the town shall be disposed of exclusively pursuant to the town's program for the collection and disposal of such solid waste as provided by this chapter.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-72)

Sec. 24-144. Prima facie evidence of accumulation of garbage, trash and recyclables.

The fact that any commercial or residential property is capable of being occupied shall be prima facie evidence that solid waste is being generated from or accumulated upon such property.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-73)

Sec. 24-145. Imposition, amount and collection of assessment.

- (a) *Imposed.* There is hereby imposed on the assessment date against each lot or parcel of ~~improved~~residential property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.
- (b) *Amount of assessment.* The amount of the solid waste assessment imposed each fiscal year against each lot or parcel of ~~improved~~residential property shall be at the rate established in the rate resolution for the solid waste assessment category applicable to such property.
- (c) *Collection and enforcement.* It is the intent of the town commission that the cost of collection and disposal services as well as the management and administrative costs and other costs reasonably related to such services be paid through the imposition of the annual solid waste assessment on all ~~improved property~~residential properties; provided that the commission may provide for a separate method of collection for the cost of disposal of solid waste or certain categories thereof. It is further the intent of the town commission to utilize the provisions of F.S. § 197.3632, and its successor, to provide a uniform method for the levy, collection and enforcement of this non-ad valorem assessment.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-74)

Sec. 24-146. Adoption of rate resolution and solid waste assessment roll.

The rate resolution shall fix and establish the solid waste assessment ~~categories for~~residential properties and ~~solid waste assessment~~commercial dumpster rates to be imposed within each solid waste assessment category for the ensuing fiscal year.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-75)

Sec. 24-147. Adoption of uniform method.

The town commission does hereby adopt the uniform method for levy, collection and enforcement of non-ad valorem assessments as specified in F.S. § 197.3632, and its successor, for the imposition of the solid waste assessment pursuant to this article.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-76)

Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.

- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.
- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.
- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
 - (1) The name and address of all owners of the parcel;
 - (2) The address and parcel number of the property for which the correction is sought;
 - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

The town manager, or the town manager's designee, shall review the petition and shall correct any errors upon finding that the owner has demonstrated an error in the classification or assessment amount assigned to such parcel. In making such determination, the standards set out in the rate resolution shall be followed.

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refund shall be paid to the person or party making payment. The owner

receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.

- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal. The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.
- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk ~~to the town commission~~. Petitioner and the town shall have the right to:
 - (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross examine witnesses on any relevant matter; and
 - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for

a review by writ of certiorari in accordance with the applicable Florida Appellate Rules.
However, this provision shall not be construed to limit any other remedy provided by law.
(Ord. No. 18-1994, § I, 12-14-1994; Code 1978, § 10-77)

TOWN OF LAKE PARK, FLORIDA



SANITATION RATE ANALYSIS

July 6, 2022



July 6, 2022

Mr. Roberto F. Travieso, MPA
Director of Public Works
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Subject: **Sanitation Rate Analysis**

Dear Mr. Travieso:

Raftelis Financial Consultants Inc. ("Raftelis") has completed the analysis of the sanitation system (the "System") multi-family rates for the Town of Lake Park, Florida (the "Town"), and has summarized the results in this letter report your consideration. As requested, this report summarizes our recommendations regarding overall System rate adjustments for the upcoming Fiscal Year 2023 and the proposal to bill certain multi-family accounts (i.e., those accounts greater than four units on the property that are served utilizing dumpster collection services) based on commercial dumpster rates consistent with the type and level of service provided by the Town.

OVERALL SYSTEM RATE ADJUSTMENTS FOR FISCAL YEAR 2023

In our report dated July 10, 2020, Raftelis recommended a proposed sanitation system financial plan and rate adjustments necessary to fund the projected revenue requirements of the System. In developing the financial plan, we relied upon certain information and data provided by the Town including the Town's comprehensive annual financial reports ("CAFR"), the Fiscal Year 2020 operating budget and certain data derived from the proposed Fiscal Year 2021 operating budget, estimated capital expenditures, customer statistics, periodic reports, records of operation, and other information and data provided by the Town.

Based on our studies, assumptions, considerations, and analyses as summarized in the July 10, 2020, we have concluded that:

1. The Town's existing rates for sanitation service are not anticipated to be sufficient to recover the projected system costs and financial requirements for Fiscal Year 2023.
2. To fund the projected revenue requirements of the System set forth previously developed financial plan, it was recommended that the Town adopt rate adjustments of nine percent (9.0%) for Fiscal Year 2021 followed by adjustments of five percent (5%) per year for Fiscal Years 2022 through 2025, based on maintaining the proportionality of the assessment rates established in Resolution No. 20-07-14.
3. The Town should periodically review the adequacy of sanitation rates over the course of the Study Period to ensure revenue sufficiency in future years

Raftelis Financial Consultants, Inc. ("Raftelis") was tasked with: i) recommending a System-wide rate adjustment for Fiscal Year 2023 in consideration of the original financial forecast summarized in the July 10, 2022 Rate Study Report and the proposed FY2023 budgeted expenditures; and, ii) analyzing staff's proposal to reclassify multi-family properties that are currently charged an annual assessment per unit to the commercial dumpster rate classification based on the type and level of services actually provided to such customers.

EXISTING RATES

The Town provides solid waste collection service to residential single-family, multi-family and commercial properties within the Town. Currently, single-family and multi-family properties receiving service are billed annually as a non-ad valorem assessment. Non-residential customers receiving container (i.e., dumpster) service have a variety of options regarding container size and collection frequency and are billed monthly by the Town. In addition, non-residential customers are also billed a minimal non-ad valorem assessment by The Town, based on the estimated volume of waste and property size. Below are the Town's existing rates for residential sanitation service, which were adopted effective October 1, 2020.

Existing Annual Rates for Residential Sanitation Service	
Service Type	Existing Rate
Single-Family	\$234.88
Mobile Home	\$234.88
Multi-Family per Unit (Less than 5 Units)	\$234.88
Multi-Family per Unit (Greater than 4 Units)	\$159.00

Below are the Town's existing sanitation rates for commercial dumpster service, which were adopted effective October 1, 2020.

Existing Commercial Dumpster Rates					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	\$20.21	\$40.43	\$60.64	-	-
2.0	\$80.99	\$161.77	\$242.64	\$323.54	\$404.43
3.0	\$121.33	\$242.64	\$363.97	\$485.29	\$606.62
4.0	\$161.77	\$323.54	\$485.29	\$647.09	\$808.86
6.0	\$242.64	\$485.29	\$727.93	\$970.63	\$1,213.24
8.0	\$323.54	\$647.09	\$970.63	\$1,294.18	\$1,617.72

Subsequent to the nine percent (9%) rate adjustment adopted on October 1, 2020, the Town did not adopt any further rate adjustments. The proposed rate adjustments recommended in the Rate Study Report dated July 2020, were designed to fund the annual operating and maintenance expenses of the System, as well as the cost of financing the renewal and replacement of vehicles and equipment and required general transfers are generally referred to as the cash revenue requirements. In addition, the proposed rate adjustments were intended to establish a minimum cash reserve balance for System as the historical balances had been depleted as of Fiscal year 2020. The projected revenue requirements include the various generalized cost components described below:

- Operating Expenses: Includes the cost of disposal service, labor and personnel related costs, contractual services, vehicle and fleet maintenance, utilities, operating supplies, equipment repairs and maintenance, indirect cost allocation of certain General Fund expenses and other items necessary for the provision of sanitation services.
- Other Revenue Requirements: Includes, in general, any recurring capital improvements to be financed from revenues such capital lease payments for replacement vehicles and transfers to cash reserves to establish and maintain minimum operating reserve cash balances.

Based on FY2022 budgeted expenditures and the significant inflationary cost increases related to fuel and vehicle replacement costs likely to occur in Fiscal Year 2023, it is recommended that the Town adopt an interim rate increase of 10% for Fiscal Year 2023 and conduct a more thorough rate review update to evaluate the rate needs for Fiscal Years 2024 through 2028. The basis for the recommended 10% rate increase is to catch up to previously recommended rate adjustments (i.e., 5% for FY2022 that was not adopted and 5% for Fiscal 2023 as originally recommended). If the recommended rate increases are not adopted, it is very likely that the Solid Waste Enterprise Fund will need to be significantly subsidized by the General Fund to maintain current operations and fund necessary vehicle replacements. At the time of the last rate study in 2020 the collection fleet included five (5) vehicles in need of replacement and projected expenditures of approximately \$1.1 million for these new vehicles were included in the financial plan for Fiscal Years 2021 through 2023. Since the current rates were adopted in October 2020 only one (1) sanitation vehicle has been purchased.

PROPOSED RATES

Based on the proposed ten percent (10%) System-wide rate adjustment the proposed non-ad valorem rates for residential service are as follows.

Proposed FY2023 Annual Assessment Rates for Residential Sanitation Service	
Service Type	Existing Rate
Single-Family	\$258.37
Mobile Home	\$258.37
Multi-Family per Unit (Less than 5 Units)	\$258.37
Multi-Family per Unit (Greater than 4 Units)	\$174.90

Below are the Town's proposed sanitation rates for commercial dumpster service, to be adopted effective October 1, 2022.

Proposed Monthly Commercial Dumpster Rates*					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	\$22.88	\$45.76	\$68.64	-	-
2.0	\$91.52	\$183.04	\$274.56	\$366.08	\$457.60
3.0	\$137.28	\$274.56	\$411.84	\$549.12	\$686.40
4.0	\$183.04	\$366.08	\$549.12	\$732.16	\$915.20
6.0	\$273.56	\$549.12	\$823.68	\$1,098.24	\$1,372.80
8.0	\$366.08	\$732.16	\$1098.24	\$1,464.32	\$1,830.40

*Based on a cost of \$10.56 per cubic yard including collection and disposal costs.

MULTI-FAMILY RATE ANALYSIS

The Town currently charges multi-family properties an annual non-ad valorem per unit that is the same rate per unit as the single-family rate for properties with four (4) or less units. For multi-family properties with five (5) or greater units the per unit rate is approximately thirty two percent (32%) lower than the single-family rate. It should be noted, however, that the multi-family properties with greater than five (5) units are provided service on the same basis as commercial properties, which involves collecting the waste from dumpster containers rather than individual trash cans. Given the similarity in the actual type of collection service and the related costs to collect and dispose of multi-family solid waste, Raftelis was engaged by the Town to evaluate the financial and operational impact of charging multi-family units the same rate as commercial properties.

To evaluate the rate/revenue impact of charging multi-family properties with five (5) or greater units the existing commercial rates based on dumpster service characteristics the Town staff prepared a schedule including all such multi-family properties, their current container/dumpster size and frequency of collection. Based on the service characteristics and corresponding commercial dumpster rates the annual rate/revenue impact was an increase in revenues of \$88,000 or 29%.

While the proposed rate reclassification of multi-family to the commercial rate classification would help stabilize the financial operations of the Solid Waste Enterprise Fund and should more properly reflect the cost of providing dumpster service it would result in a 29% increase in the rates charged to multi-family customers. Furthermore, it should be recognized that the current rates are charged per unit to the individual property owners through a non-ad valorem assessment while changing the rate classification to commercial would necessitate billing each multi-family housing complexes' homeowner's association monthly. Therefore, it is Raftelis' recommendation that this magnitude of operational change should not be implemented prior to engaging the public to fully explain the rationale for such a change. Also, if implemented too quickly it would impose a significant financial burden on the various homeowner's associations and would likely necessitate approving an increase in homeowner's dues. Staff's proposed rate reclassification has merit; however, we believe that the earliest such a change

should be implemented would be beginning with Fiscal Year 2024. This would allow for a full and transparent discussion of the issue and give time for the ratepayers to adjust to the change in the billing method.

We would also recommend that prior to implementing any change to multi-family rate billing methods that the Town undertake a comprehensive rate study to affirm that the solid waste rates are sufficient in the future and to accurately reflect the cost-of-service related to providing solid waste collection service and cost apportionment methods.


COMMERCIAL NON-AD VALOREM ASSESSMENT

As stated previously, the Town charges a minor non-ad valorem assessment to commercial properties in addition to the monthly dumpster rates. The current commercial assessment is based on a rate per square foot of the commercial property grouped into three categories that reflect the estimated volume of waste. The annual revenue from this assessment is approximately \$90,000 or approximately 9.7% of total commercial revenues. To simplify the commercial rate administration, the Town should consider eliminating the current non-ad valorem assessment and correspondingly increasing the monthly rates for commercial solid waste services by an additional 9.7%. This change would essentially be revenue neutral.

We appreciate the opportunity to be of service to the Town and would like to thank the Town's staff for their valuable assistance and cooperation during this study.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Henry L. Thomas
Vice President

Public Hearing: Ordinance on First Reading Amending Articles I, II, III and V of Chapter 24, Solid Waste, of the Town's Code of Ordinances

Roberto Travieso
Department of Public Works



Background



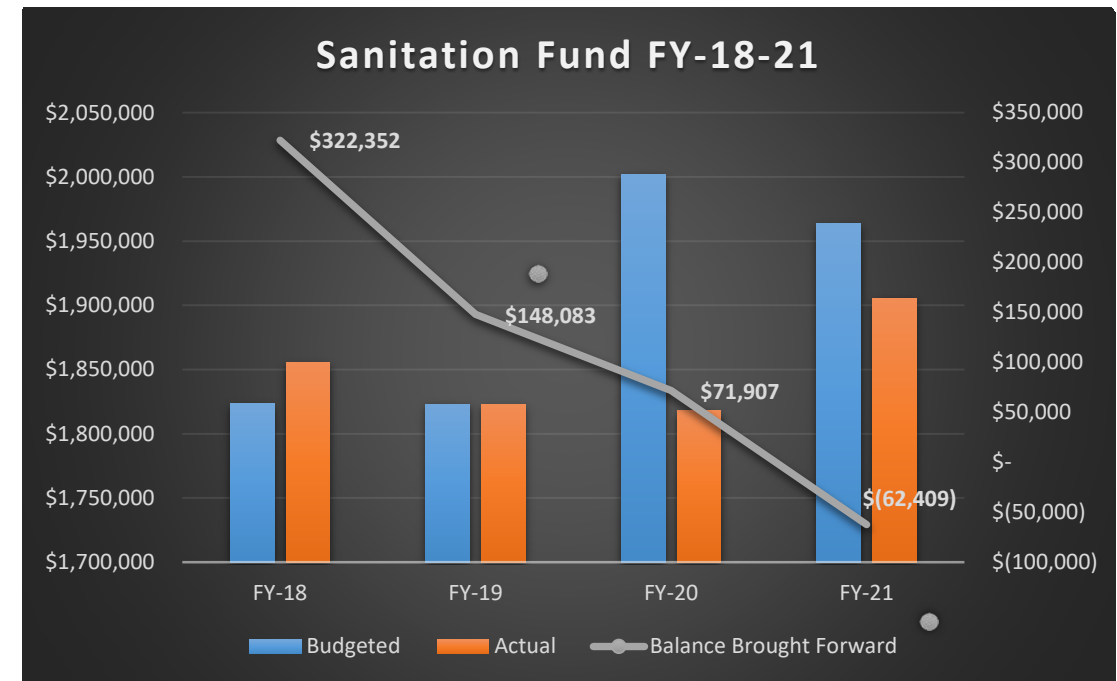
- The Town is required to provide solid waste collection and disposal services
- The Town, through the PWD, operates an in-house Solid Waste (Sanitation) Utility
- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community





The Sanitation Fund

- Operates as a self-supporting Enterprise governmental fund
- Has historically fluctuated, borrowed from Reserves
- Impacted utility operation, rate stability, and planning for current/future needs



Sanitation Equipment



- Currently operates ten (10) trucks with an average years in service of **7.8 Years**
 - Nine of 10 trucks are past their recommended service life
- Results in frequent out-of-service periods and extended lead times for parts & service



Recent Sanitation Rate History



- No regular Rate updates until **2020**, despite increasing operational costs
- Completed Sanitation Rate Study in **2020**, recommended incremental rate adjustments
- Residential and Commercial Rates increased 9% in **2020**
- Completed Commercial & Multi-Family Classes Rate Study in **2022**
- Residential Rates increased by 10% in **2022**
- Commercial Rates increased by 19.7% in **2022** (Commercial NAV also discontinued)

2022 Sanitation Rate Study



- Multi-Family Dwellings:
 - Code does not differentiate between single-family and multi-family dwellings
 - Single-family/<5 unit multi-family dwelling = **\$258.37**
 - >5 unit multi-family dwelling = **\$174.97** (**38.5%** lower than single-family)
 - Multi-family (5 units or greater) w/ dumpster service: **44 of 50 (88%)**
 - Residential Single-family and Multi-family dwellings have differing solid waste generation rates and collection requirements

Recommendations



- Transition Multi-Family (5 units or greater) to Commercial Rate Class
 - Requires Update to Ordinance
 - Aligns Rate Class w/ Type of Service (Industry standard)
 - Projected Revenue increase of **\$88,000.00 (29% at 2021's rates)**
 - **Varying** cost increases for dumpster services (Billed to HOA's)
 - Proposed Schedule for Key Events:
 - **12/26/2023:** Direct Mailer sent to stakeholders announcing subject hearings
 - **Jan-Mar 2023:** Complete proposed Rate Study
 - **Apr 2023:** Public Workshop: Study findings, transition strategies, etc.
 - **Oct 2023 (FY-24):** *Transition of multi-family (5+ units) to new Rate Class*



Multi-Family (5+ Units) Example

- **Property:** Lake View Condominium, 810 Lake Shore Drive
Service: (2) 4-cy x3/week

Annual NAV Assessment to EA Property Owner (46 Units)	Total Annual NAV Assessment (Revenue)	Proposed <u>Monthly</u> Commercial Dumpster Fees Billed to HOA's	Proposed <u>Annual</u> Commercial Dumpster Fees (Revenue) Billed to HOA's
\$174.97	\$8,048.62	\$1,176.24	\$14,114.88



Multi-Family (5+ Units) Example



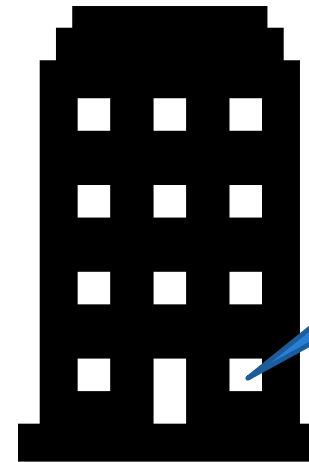
Qty: 2, .5-CY Carts/Week

Single-Family Home

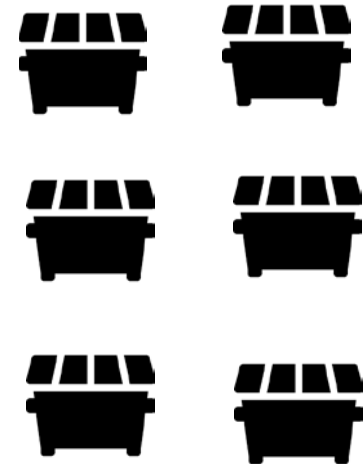
Annual NAV Assessment: **\$258.37**

Average # of Occupants: 3.4 occupants (per US Census)

Total Allowed Set Out Volume: **1 Cubic Yard/Week**



Unit 103



Qty: 2, 4-CY Dumpsters x 3/Week

EA Lake View Condominium Unit:

Annual NAV Assessment: **\$174.97**

Average # of Occupants: 3.4 occupants (per US Census)

Total Allowed Set Out Volume:

As much as 24 Cubic Yards/Week



Chapter 24: Solid Waste

- **Organization:** Divided into Five (5) Articles
- **Most recent update:** 2002
- **Primary purposes for proposed revisions:**

Facilitate implementation of the Rate Study Recommendations, Modernize the Solid Waste Code, and promote fiscal and operational stability for the utility by:

- Updating general text
- Updating certain procedures and policies
- Reclassifying Multi-family properties (5 units or greater to Commercial Rate Class)



Highlights of Proposed Revisions

- **Article I, Sec. 24-1. and Article V, Sec 24-141, Definitions:**

Current Text:

Commercial property means any property utilized for commercial purposes including single-family and/or multifamily units or grouping of units maintained as residential rental units. For the purpose of billing the annual assessment, commercial single-family and/or multifamily units will be billed the residential assessment rate accordingly.

Proposed Text:

Commercial property means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units or grouping of five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically serviced through the use of dumpsters or compactors.



Highlights of Proposed Revisions

- **Article I, Sec. 24-1. and Article V, Sec 24-141, Definitions:**
 - Updated definition of *Residential Properties* to clarify differences between single-family and multi-family (4 or less and 5 or greater) type of properties
 - Updated definition for *Single-family Residential Unit* to further delineate when it becomes a Commercial Property

- **Article I, Sec. 24-1. Definitions:**
 - Updated definition for *Containerized Light Yard Trash* to allow for additional set-out volume
 - Updated definition of *Rollout Cart* to reflect current volume of containers



Highlights of Proposed Revisions

- **Article I, Sec. 24-8. Dumping on property owned by others prohibited:**
 - Updated text to emphasize the applicability of fines in case of violation
- **Article II, Secs. 24-34 and 24-74. Approved Containers:**
 - Relocated text from Section 24.38.h.4 and 24-77.c to sections 24-34 and 24-74, respectively, to improve Ordinance organization and clarify the requirements and procedures pertaining to the use of roll-off containers by residential property owners/occupants in the Town
- **Article III, Sec. 24-79. Construction and Demolition Sites:**
 - Updated text to clarify the requirements and procedures pertaining to the use of roll-off containers by residential property owners/occupants in the Town



Discussion/Questions

Chapter 24 SOLID WASTE¹

ARTICLE I. IN GENERAL

Sec. 24-1. Definitions.

The definitions located in F.S. § 403.703 shall apply to this chapter. In addition, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky wastes means large discarded items placed for disposal such as large boxes, barrels, crates, large furniture and large appliances, but not including yard and garden trash items, as defined in this section.

Commercial property means any property utilized for commercial purposes including single-family and/or multifamily units or grouping of units maintained as residential rental units. For the purpose of billing the annual assessment, commercial single-family and/or multifamily units will be billed the residential assessment rate accordingly.

Commercial trash means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, public buildings and other business places. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

Compactor means a metal container (dumpster or roll-off box) that contains a packing mechanism and an internal or external power unit.

Containerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, and which can be stored for collection in an approved refuse container, e.g., food packaging, small appliances, small toys, dishes, etc.

Containerized light yard trash means any and all accumulations of waste vegetation having a maximum diameter of four inches and which is stored for collection in an approved refuse container, or any and all accumulations of waste vegetation loosely piled for collection in a quantity not exceeding two cubic yards, other than grass clippings.

Dumpster means a metal container of not less than two cubic yards or larger than eight cubic yards, made of watertight construction with doors opening on top, and constructed so that it can be emptied mechanically by specially equipped trucks.

Garbage means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects; bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

¹Cross reference(s)—Environment, ch. 10; utilities, ch. 32; hazardous materials, ch. 64.

State law reference(s)—Resource rezoning and management, F.S. § 403.702 et seq.

Heavy yard trash means any and all accumulations of waste vegetation having a diameter of more than four inches or which is loosely piled for collection in a quantity of more than two cubic yards, other than grass clippings. The term "heavy yard trash" shall also include any and all accumulations of soil and/or sod piled for collection.

Industrial waste means any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except minor household repair projects performed by the owner or occupant), and public works type construction projects whether performed by a governmental unit or by contract.

Loading and unloading area means any designated loading or unloading space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.

Minor household repairs means minor residential household repairs for which no permit is required under the technical codes and which are done exclusively by an occupant of the residence.

Multifamily residential unit means any building containing more than one dwelling unit.

Noncontainerized household trash means any and all accumulations of waste material generated in and about the home, other than garbage, which cannot be stored for collection in an approved refuse container due to its larger size; e.g., furniture, large toys, lawn mowers, etc.

Parking lots means areas on commercial and/or public properties designed specifically for vehicular parking.

Premises means lots, sidewalks, alleys, rights-of-way, grass strips and curbs up to the edge of the pavement of any public thoroughfare.

Public property means any area that is used or held out to be used by the public, whether owned or operated by a public interest, including but not limited to highways, streets, alleys, parks, recreation areas, sidewalks, grass strips, medians, curbs or rights-of-way up to the edge of the pavement of any public thoroughfare or body of water.

Refuse means solid waste accumulations consisting of garbage, containerized household trash, noncontainerized household trash, containerized light yard trash, heavy yard trash, white goods/large appliances, and commercial trash as defined in this section.

Refuse containers and receptacles means approved and unapproved vessels used to store all types of garbage, trash, waste and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off boxes and rollout carts.

Residential property means any single-family and/or multifamily unit or grouping of units maintained as homestead property.

Roll-off box means a container varying in capacity between ten cubic yards and 40 cubic yards which is used for collecting, storing and transporting building materials, business trash, industrial waste, hazardous refuse, refuse or yard trash. The container may or may not use an auxiliary stationary packing mechanism for compaction of materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

Rollout cart means a 60-gallon to 101-gallon plastic container of a type approved by the town manager or designee, of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit. (Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 11-2002, § 1, 4-17-2002; Code 1978, § 10-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-2. Garbage, trash and recyclable collection reserved exclusively in town or its contractors.

The governmental function of collection, removal and disposal of all garbage, trash and recyclables within the municipal limits of the town is exclusively vested in the municipal government of the town, its contractors and franchises, and all other individuals, persons, firms or corporations are specifically and expressly prohibited from engaging in that practice or business within the corporate limits of the town and from utilizing the publicly dedicated streets, alleys and other thoroughfares for such purposes.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-2)

Sec. 24-3. Administration of chapter.

Collection, storage and disposal of all garbage and trash shall be in accordance with this chapter. The administration of this chapter shall be the duty of the town manager or designee except as otherwise stated.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-3)

Sec. 24-4. Policies, rules and fees.

Any policy, rule, fee, charge or assessment for the proper administration of this chapter may be established by resolution of the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-4)

Sec. 24-5. No profit requirement for town contractors or franchisees.

Any other applicable ordinances or laws to the contrary notwithstanding, all contractors or franchisees of the town shall be required to properly and timely fulfill all the terms and conditions of their contracts/franchises, including all fees and prices, and said contractors/franchisees, or their agents or subsidiaries shall not, as a matter of law, be entitled to a profit on their respective contracts/franchises.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-5)

Sec. 24-6. Deposit other than in approved container.

No person shall place or keep garbage or trash anywhere within the town in any vessel or receptacle other than in a standard, approved garbage or trash container from which regular collections are made unless otherwise provided by this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-6)

Sec. 24-7. Use of receptacles by other persons.

It shall be unlawful for persons to use receptacles, containers, or rollout carts owned or assigned to other persons.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-7)

Sec. 24-8. Dumping on property owned by others prohibited.

It shall be unlawful to dispose or discard any garbage, trash or litter on property owned or controlled by someone else.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-8)

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-9. Offensive deposits; burying and depositing in waterways.

No person shall deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant or unoccupied lot, or any creek or watercourse any noxious, filthy, malodorous or offensive liquid or solid material, garbage or trash.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-9)

Cross reference(s)—Waterways, ch. 76.

State law reference(s)—Florida litter law, F.S. § 403.413.

Sec. 24-10. Out-of-town refuse; transfer station.

It shall be unlawful for any person or agent to deposit any form of refuse collected outside of the town's corporate limits at any place within the town's corporate limits.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-10)

Sec. 24-11. Appliances with locking or magnetic door closing devices.

It shall be unlawful for any person to leave outside any building, in a place accessible to children, any appliance, refrigerator or container with a locking or magnetic door closing device unless the door or lid has been removed.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-11)

Sec. 24-12. Recyclable materials and recycling containers.

- (a) It shall be unlawful for any unauthorized person or agent to remove articles or otherwise disturb materials in recycling containers, or to remove, damage or destroy recycling containers.
- (b) It shall be unlawful to place any material not suitable for recycling in a recycling container.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-12)

Sec. 24-13. Responsibility of owner.

Ultimate responsibility for compliance with the provisions of this chapter shall lie with the owner of the property in question. This shall not, however, preclude an enforcement action against another person occupying, controlling or otherwise responsible for a property upon which there is found to be a violation of this chapter.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-13)

Sec. 24-14. Enforcement.

The provisions of this chapter shall be enforced through the code compliance board or through the alternate code enforcement procedures, except that the collection of fees, costs and assessments shall be enforced pursuant to procedures provided in article IV of this chapter or by the town commission.

(Ord. No. 14-1993, § I, 5-5-1993; Code 1978, § 10-14)

Sec. 24-15. Collection and enforcement during an emergency declaration.

A property owner, or the tenant of a residence or business shall not place any debris, trash vegetative yard waste, or recycling materials out for collection once the mayor has rendered a declaration of emergency for the town. In the event of a violation of this section occurs, the town may immediately dispose of the materials and charge its actual costs of collection and disposal, along with a one-time \$250.00 fee and any other administrative charges it incurs and invoice the property owner or business for the payment of these costs. If the costs are not paid, the town may record a lien against the property.

(Ord. No. 12-2018, § 2, 10-17-2018)

Secs. 24-16—24-30. Reserved.

ARTICLE II. RESIDENTIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-31. Base collection service.

Base collection service shall include collection and disposal of containerized garbage, single-family light yard trash and containerized household trash and recyclable materials. Containerized garbage and trash shall be placed in containers provided by the town.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-19)

Sec. 24-32. Special collection service.

Any refuse which is not provided for as part of the base collection service established herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-20)

Sec. 24-33. Collection schedule.

The schedule for solid waste collection services shall be established and may be amended by resolution of the town commission.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-21)

Sec. 24-34. Approved containers.

- (a) *Garbage and trash.* The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantity and location of receptacles on developed properties and shall determine whether containers are serviceable.
- (b) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-22)

Sec. 24-35. Additional/replacement containers.

The town may set aside funds within its budget for periodic replacement of garbage and trash, and recycling containers. Additional containers and interim replacement of such containers as are lost, damaged or stolen shall be obtained at the expense of the owner or occupant of the residence.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-23)

Sec. 24-36. Container maintenance.

- (a) *Responsibility for maintenance.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering containers.* All garbage and trash containers shall be kept tightly covered at all times, except as it is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-24)

Sec. 24-37. Underground containers prohibited.

Containers stored partially or totally below the surface of the ground are prohibited. Existing underground containers must be removed and spaces remaining shall be properly filled with soil or other suitable material.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-25)

Sec. 24-38. Preparation of materials for collection.

- (a) *Garbage.* All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.
- (b) *Containerized household trash.* Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.

- (c) *Noncontainerized household trash and white goods/large appliances.* Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.
- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) *Heavy yard trash.* Except as provided in section 24-39(d), persons engaged in either commercial landscape or lawn maintenance business shall be required to notify the town of yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) *Recyclables.*
- (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
 - (2) Designated recyclables for this townwide program shall consist of the following materials:
 - a. Newsprint plus glossy, printed material;
 - b. Aluminum beverage cans;
 - c. Clear, brown or green glass containers, with caps and lids removed;
 - d. Plastic containers, with markings indicating suitability for recycling; and
 - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) *Special/prohibited materials.*
- (1) *Dangerous trash items.* It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.
 - (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
 - (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
 - (4) *Building materials.* A building contractor or installer shall make arrangements with the town for proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said removal shall be borne by the contractor or installer.

- (5) *Minor building repairs.* Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (6) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (7) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-26)

Sec. 24-39. Placement of containers, materials and vehicles.

- (a) *Placing of refuse and refuse containers for collection.* No refuse or refuse container shall be kept upon or adjacent to any street, sidewalk, parkway, front yard, side yard or other place within the view of persons using the town's streets and sidewalks, except that:
 - (1) No earlier than 4:00 p.m., on the day preceding that upon which refuse collections are customarily made from such premises, refuse containers and noncontainerized yard or household trash shall be placed within six feet of the street or just inside the public walk for the purpose of permitting the collection of refuse therefrom, and such refuse containers shall be removed from such place on the same day collection is made.
 - (2) On streets where no parkways or lawn areas near the street are available for the placement of refuse containers of noncontainerized trash, the owner or occupant shall place same adjacent to the driveway but not further than six feet from the street.
- (b) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (c) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon, or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (d) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (e) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for a return trip or other additional service made necessary by a violation of this section.

(Ord. No. 14-1993, § II, 5-5-1993; Code 1978, § 10-27)

Secs. 24-40—24-70. Reserved.

ARTICLE III. COMMERCIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

Sec. 24-71. Base collection service.

Base collection service shall include collection and disposal of the volume of containerized garbage, commercial trash and recyclable materials expected to be generated by the property. Said volume may be determined by the town on the basis of the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority or by other equitable basis as determined by the town.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-36)

Sec. 24-72. Special collection service.

Any refuse which is not prepared for collection as provided herein and which is collected by the town shall constitute a special pickup and shall be subject to an additional charge in accordance with the rate schedule established pursuant to section 24-111.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-37)

Sec. 24-73. Collection schedule.

Commercial accounts will be serviced on a Monday through Friday basis with the number of pickups being determined by the type of business and amount of garbage/trash generated in accordance with the determination made pursuant to section 24-71.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-38)

Sec. 24-74. Approved containers.

- (a) *Garbage and trash.* The town shall require the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size and quantity of receptacles as well as the frequency of pickup for receptacles on developed properties. Said determination shall be made by the town manager or designee on an equitable basis which may include, but not be limited to, the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority. All mechanical containers shall be purchased by the town and rented to all commercial customers with the rental fee paid as part of the standard rate fee. The town shall determine whether containers are serviceable.
- (b) *Recyclables.* Only containers designated by the town shall be utilized for recyclable material collection.
- (c) *Roll-off boxes.* Commercial customers, if required to utilize a roll-off box, shall obtain roll-off/roll-on collection service through a provider holding a franchise from the town and shall make payment therefor to the franchisee.
- (d) *Charges based on capacity.* The charges established pursuant to section 24-111 for mechanical containers and commercial refuse container service shall accrue and be payable on the total capacity of the container whether or not it is full.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-39)

Sec. 24-75. Container maintenance.

- (a) *Responsibility.* It shall be the responsibility of any person using a refuse container or receptacle furnished by the town to maintain such container in a sanitary condition.
- (b) *Covering of containers.* All garbage and trash containers shall be kept tightly covered at all times, except as is necessary to remove the cover for the purpose of depositing garbage or trash in the container or when collection is being made.

(Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 11-2002, § 2, 4-17-2002; Code 1978, § 10-40)

Sec. 24-76. Container storage/screening.

- (a) *Prohibited locations.*
 - (1) *Generally.* Dumpsters shall not be located within the right-of-way of a public street or alley.
 - (2) *Special exception:* For buildings constructed prior to adoption of the ordinance from which this section is derived and where unusual conditions exist which do not provide for the usual placement of refuse containers on the property as provided herein, the community development department, after consultation with the property owner or representative, as applicable, shall determine a satisfactory alternative location for the placement of said refuse container.
- (b) *Requirements for building renovation, modification or erection of new structures.* Prior to the issuance of a building permit by the community development department for the renovation, modification or erection of a new structure other than single-family dwellings, provisions must be made for the storage and handling of refuse and recyclables. Such arrangements shall provide free access to containers by mechanized equipment at all times. The community development department, after consultation with the contractor or owner, as applicable, shall determine the proper location for said containers.
- (c) *Dumpster placement surface.* Newly developed properties shall provide a concrete dumpster placement surface, in accordance with the specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet.
- (d) *Replacement of dumpster placement surface.* When existing dumpster placement surface requires replacement due to deterioration, the replacement surface shall be of concrete, and in accordance with specifications of the town building code. The minimum inside dimensions of such surface shall be sufficient to provide a clear area of 12 feet by ten feet.
- (e) *Screening of refuse containers and receptacles.* The regulations provided in this subsection shall apply to all developed properties except as provided herein. The regulations provided in this subsection shall not apply to the temporary use of refuse containers and receptacles, such as those placed on-site during construction.
 - (1) Refuse containers and receptacle enclosures shall be screened from view, from public streets and abutting properties, wherever practical as determined by the community development department.
 - (2) Sufficiency of accessibility to dumpsters shall be determined by the community development director and/or the town manager or designee.
 - (3) A building permit shall be required for construction of receptacle screening enclosures. Such construction shall be in compliance with the town building code.
 - (4) Natural plant screening materials shall be capable of attaining a height of six feet within two years of installation and shall be maintained at a height not greater than that of any dumpster enclosure.

- (5) All refuse containers and receptacles must be placed on a hard surface. Such surface shall be repaired or replaced as needed at the expense of the owner.
- (6) Screening enclosures, if not currently provided to the specifications herein, shall be in compliance with this section within six months of the effective date of the ordinance from which this chapter is derived.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-41)

Sec. 24-77. Preparation of materials for collection; special/prohibited materials.

- (a) *Hazardous, contagious or medical refuse.* It should be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (b) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (c) *Building materials.* A building contractor or installer shall make arrangements with the town for proper removal of all building materials originating prior to, during, or subsequent to the construction of a new building, alteration or addition to an existing building of whatever type or from demolition of an existing structure. The cost of said removal shall be borne by the contractor or installer.
- (d) *Minor building repairs.* Building materials resulting from minor building repairs performed by the owner or occupant of a commercial property may be placed in the refuse container used for regular garbage and trash collection service. Discarded lumber pieces must be no longer than four feet and without nails. Larger materials may be picked up by special request at an additional charge.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-42)

Sec. 24-78. Placement of containers, materials and vehicles.

- (a) *Overloading refuse containers.* It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.
- (b) *Blockage of storm drains.* It shall be unlawful for any person to place any refuse, trash, refuse receptacle or container on, upon or over any storm drain or so close thereto as to be drawn by the elements into the storm drain.
- (c) *Access to mechanical containers.* It shall be unlawful for anyone to place or maintain materials or place any vehicle, whether temporarily or permanently, so as to block access to any mechanical container.
- (d) *Penalty.* The town may assess a special fee, established pursuant to section 24-111, for return trips or other additional service made necessary by a violation of this section.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-43)

Sec. 24-79. Construction and demolition sites.

- (a) *Receptacles and containers required.* It shall be unlawful for any contractor to fail to provide suitable on-site receptacles, bulk containers or detachable containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on the site. All material shall be containerized by the end of each day and the site shall be kept in a reasonably clean and litter-free condition. The number of receptacles, bulk containers or detachable containers shall be determined by the town manager or designee. Construction sites shall be kept reasonably clean and orderly at all times.
- (b) *Removal of concrete or other substances deposited on road surface.* Where concrete or any other substance permanently affixes itself to the road surface, causing the surface to be uneven or defaced, it shall be immediately removed by person responsible. The person responsible, as identified in this section, shall mean the driver of the vehicle which deposited the substance onto the street, the driver's employer, the owner of the real property containing the construction or demolition site and/or the prime contractor in charge of a site from where the substance originated.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-44)

Sec. 24-80. Loading and unloading areas.

Any person maintaining a loading or unloading area shall provide a suitable number and type of receptacles for loose debris, paper, packaging materials and other trash. Such person shall maintain this area neat, clean and litter free.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-45)

Sec. 24-81. Parking lots.

All commercial and public parking lots shall have refuse receptacles distributed within the parking area. All receptacles shall be weighted or attached to the ground as necessary to prevent spillage. It shall be the responsibility of the owner of the parking lot to provide a suitable number and type of receptacles and to collect the refuse and trash deposited in those containers and store this material in an approved refuse container for collection by the town.

(Ord. No. 14-1993, § III, 5-5-1993; Code 1978, § 10-46)

Secs. 24-82—24-110. Reserved.

ARTICLE IV. RATES AND CHARGES

Sec. 24-111. Town commission to set rates, billing and collection policy.

By resolution or other official action, the town commission shall establish and may periodically amend such rates, fees, charges and other assessments to residential, commercial, agricultural and governmental persons and entities as it shall deem necessary or proper for the administration of this chapter. Such assessments may include requirements for prepayments or deposits based upon credit history and other relevant considerations. Further, said resolution or other official action may set other collection related policies including, but not limited to, deadlines for payment, declaration of delinquency, service fee for a dishonored check, discontinuation of service.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-55)

Sec. 24-112. Fee debt to town; late fee; enforcement.

- (a) *Fee as debt.* The amount of any charge, fee or assessment due under this article is hereby declared to be a debt due to the town, or its agents, and any person required under the terms of this chapter to have accumulations of garbage and trash removed and disposed of by the town, or its agents, shall be liable to the town for that debt.
- (b) *Late fees.* Any bill remaining unpaid for a period of 30 days after rendition shall be delinquent and shall be subject to a late fee established by the town. Additionally, the town shall take legal action to enforce collection of the debt.
- (c) *Enforcement of lien.* A debt created hereunder may be enforced by a lien on real or personal property, by revocation of a business tax receipt and/or by any other lawful means. Any and all costs of enforcement, including attorneys' fees, shall be borne by the party or parties for that debt.
- (d) *Liability for charges and assessments for disposal costs.* Notwithstanding anything herein to the contrary, each property owner and user shall be jointly and severally liable for all charges and assessments for collection and disposal costs.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-56; Ord. No. 11-2006, § 6, 12-6-2006)

Sec. 24-113. Person billed for water shall be responsible for charges.

In addition to any person otherwise identified herein, the person or company in whose name water services are billed by the town or designated billing agent shall be considered and declared to be, for the purpose of the enforcement of this chapter, jointly and severally responsible for the payment of fees, rates and charges due pursuant to this chapter.

(Ord. No. 14-1993, § IV, 5-5-1993; Code 1978, § 10-57)

Secs. 24-114—24-140. Reserved.

ARTICLE V. SOLID WASTE ASSESSMENT

Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Annual solid waste assessment roll means a list confirmed by the commission each fiscal year of all lots and parcels of assessed property in the town within the boundaries of the town containing the following information:

- (1) A summary description of each lot and parcel conforming to the description contained on the real property assessment roll;
- (2) The name and address of the owner of each lot and parcel as reflected on the real property assessment roll; and

(Supp. No. 47)

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(3) The annual solid waste assessment imposed on each lot or parcel as established in the rate resolution.

Assessed property means such lots or parcels as may be designated by the commission in the rate resolution, against which the solid waste assessment is imposed.

Assessment date means January 1 of each year, or such other date as may be designated by the commission, which date shall constitute the date on which the solid waste assessment is imposed as a lien against assessed property listed on the annual solid waste assessment roll or on any addendum thereto.

Building means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. The term "building" shall include trailers, mobile homes, or any vehicles serving in any way the function of a building.

Commercial property means all improved property which is used for commercial, governmental, agricultural, industrial or other nonresidential purposes.

Commission means the town commission of the Town of Lake Park, Florida.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Governmental property means all property owned by any federal, state, county, municipal or local governmental units, or any agency of such governmental unit, including school boards.

Improved property means all residential and commercial property, containing a building that generates, or is capable of generating, solid waste.

Mobile home means manufactured homes, trailers, campers and recreational vehicles.

Rate resolution means the resolution adopted by the commission under the provisions of section 24-145 establishing the schedule of solid waste assessments to be imposed, and the categories of assessed property.

Real property assessment roll means the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes on real property.

Residential property means all improved property which contains dwelling units, unless such dwelling unit has been approved by the town manager or the commission to be classified as commercial property.

Solid waste means all types of garbage, trash, refuse and recyclables described, defined or contemplated pursuant to this chapter.

Solid waste assessment means the annual non-ad valorem special assessment imposed upon a lot or parcel of improved property in the town to pay for the cost of collection, disposal and management of solid waste generated or capable of being generated from such property and the administrative costs related thereto.

Solid waste assessment category means the classification of improved property incorporated in the rate resolution for the imposition of the solid waste assessment for such property; which classification may constitute a subcategory of a type of property defined or referenced herein.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-70)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 24-142. Findings.

It is hereby ascertained, determined and declared that:

- (1) The requiring of all persons owning or occupying improved property within the town to dispose of solid waste and other wastes and discarded property generated on such property in accordance with the provisions of this chapter will greatly reduce the instances of illegal dumping and littering.
- (2) It is necessary to the health, welfare and safety of the residents of the town to provide for a comprehensive program for collection and disposal of solid waste.
- (3) It is further necessary in the implementation of such a comprehensive program to require all persons owning or occupying residential or commercial property within the town to have their solid waste collected and disposed of pursuant to the town's program for same.
- (4) The imposition of an annual solid waste assessment is the most equitable and efficient method allocating and apportioning the cost of collection and disposal of solid waste among classifications of property within the town.
- (5) The annual solid waste assessment imposed under this article to pay the cost of administration and operation of the town's system for collection and disposal of solid waste for commercial and residential property is a non-ad valorem (special) assessment within the meaning and intent of F.S. § 197.3632, or its successor in function.
- (6) It is hereby declared and determined by the town that the town's system for collection and disposal of solid waste for commercial and residential properties shall and does constitute a benefit to such properties which is equal to or in excess of the cost of providing such service.
- (7) That each property assessed hereunder does receive a special benefit from the services to be provided pursuant to this chapter and that the assessment contemplated hereunder is fairly and reasonably apportioned among such properties receiving such special benefit.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-71)

Sec. 24-143. Mandatory disposal of garbage, trash and recyclables.

All solid waste generated within the town shall be disposed of exclusively pursuant to the town's program for the collection and disposal of such solid waste as provided by this chapter.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-72)

Sec. 24-144. Prima facie evidence of accumulation of garbage, trash and recyclables.

The fact that any commercial or residential property is capable of being occupied shall be prima facie evidence that solid waste is being generated from or accumulated upon such property.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-73)

Sec. 24-145. Imposition, amount and collection of assessment.

- (a) *Imposed.* There is hereby imposed on the assessment date against each lot or parcel of improved property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.
- (b) *Amount of assessment.* The amount of the solid waste assessment imposed each fiscal year against each lot or parcel of improved property shall be at the rate established in the rate resolution for the solid waste assessment category applicable to such property.

- (c) *Collection and enforcement.* It is the intent of the commission that the cost of collection and disposal services as well as the management and administrative costs and other costs reasonably related to such services be paid through the imposition of the annual solid waste assessment on all improved property; provided that the commission may provide for a separate method of collection for the cost of disposal of solid waste or certain categories thereof. It is further the intent of the commission to utilize the provisions of F.S. § 197.3632, and its successor, to provide a uniform method for the levy, collection and enforcement of this non-ad valorem assessment.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-74)

Sec. 24-146. Adoption of rate resolution and solid waste assessment roll.

The rate resolution shall fix and establish the solid waste assessment categories and solid waste assessment to be imposed within each solid waste assessment category for the ensuing fiscal year.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-75)

Sec. 24-147. Adoption of uniform method.

The town commission does hereby adopt the uniform method for levy, collection and enforcement of non-ad valorem assessments as specified in F.S. § 197.3632, and its successor, for the imposition of the solid waste assessment pursuant to this article.

(Ord. No. 12-1994, § I, 8-3-1994; Code 1978, § 10-76)

Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.
- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.
- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.
- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
- (1) The name and address of all owners of the parcel;
 - (2) The address and parcel number of the property for which the correction is sought;
 - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

The town manager, or the town manager's designee, shall review the petition and shall correct any errors upon finding that the owner has demonstrated an error in the classification or assessment amount assigned to such parcel. In making such determination, the standards set out in the rate resolution shall be followed.

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refund shall be paid to the person or party making payment. The owner receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.
- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal. The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.
- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the clerk to the town commission. Petitioner and the town shall have the right to:
 - (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross examine witnesses on any relevant matter; and
 - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for a review by writ of certiorari in accordance with the

applicable Florida Appellate Rules. However, this provision shall not be construed to limit any other remedy provided by law.

(Ord. No. 18-1994, § I, 12-14-1994; Code 1978, § 10-77)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2023

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED "MOBILITY PLAN & MOBILITY FEES"; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [X] **ORDINANCE ON 2nd READING**
 [] NEW BUSINESS
 [] OTHER: _____

Approved by Town Manager _____

Date: 01-11-23

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$220,290 (approved by Resolution 07-02-22 – no changes to contract price) Funding Source: ARPA Acct. # 001-900-52700 [] Finance <u>approved at first reading (NUE costs have not changed)</u> (*Legal Review and Legal Ad costs extra*)	Attachments: → NUE Urban Concepts Memo → NUE Urban Concepts Powerpoint Presentation → Ordinance → Legal Ad → Fees Comparisons and Examples (requested at first reading) → Mobility Fees in Florida Map (requested at first reading)
Advertised Date: <u>01/08/23</u> Paper: <u>Palm Beach Post</u> [] 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 ND Please initial one.

Summary Explanation/Background:

First Reading – January 4, 2023 (Approved 4-0). The Town Commission discussed the plan and its associated fees. They also approved a Resolution under separate cover for the Technical Report associated with the Mobility Plan and Fee Ordinance. Furthermore, it was requested that NUE Urban Concepts provide a fee comparison at second reading, along with a map that illustrates mobility fees in Florida. A fee comparison and examples attachment has been included with this agenda item, along with a mobility fees in Florida map. Important to note is the following:

- Mobility fees rate comparison - it is difficult to provide a 100% apples-to-apples comparison as each community is unique and assesses mobility fees on different units of measure and/or categorizes uses differently. However, NUE Urban Concepts believes the table provided should give the Commission the best idea for how Lake Park compares to others.
- Mobility fee assessment *examples* comparison - shows how the mobility fee is calculated in different communities compared to Lake Park.
- The Mobility Fees in Florida Map is a Map of local governments in Florida who have adopted mobility fees, or similar programs.

Finally, an updated copy of the Mobility Plan report is enclosed. Only minor labels, text and graphics edits were made.

Please also refer to the NUE Urban Concepts Memo that was provided at first reading.

Recommended Motion: I move to ADOPT Ordinance 02-2023 on second reading.

TOWN COMMISSION – January 2023 Meetings

Subject: Lake Park 2045 Mobility Plan and Mobility Fee

Submitted by: Jonathan B. Paul, AICP | Principal | NUE Urban Concepts

Project Summary: In February 2022, the Town of Lake Park contracted NUE Urban Concepts (Consultant) to lead the development of a Mobility Plan and Mobility Fee that would transition Lake Park from a transportation planning and funding process primarily focused on moving cars to a multimodal system that emphasizes people and mobility choices. The 2045 Mobility Plan brings together various City initiatives to enhance Lake Park's history and character as an Olmsted legacy. The plan seeks to further emphasize the historic Downtown as a place for people and improve mobility and accessibility for multimodal travel throughout the City.

In Spring of 2022, the project team began identifying proposed projects and developing the Mobility Plan. The team evaluated existing conditions, conducted a review of the Lake Park's Comprehensive Plan, Capital Improvements Program, and projects planned in the Palm Beach County Transportation Planning Authority's Long Range Transportation Plan. In the Summer, two public meetings were held where residents and stakeholders were invited to share local knowledge and provide feedback that informed the identification of additional projects that will fill existing gaps and create a safe, convenient, and integrated transportation system. On September 7th, 2022, a workshop was held with the Town Commission who contributed more feedback and guidance on proposed projects.

The Mobility Plan serves as the basis for the establishment of a Mobility Fee system that functions as an alternative to transportation concurrency enacted by the Florida Legislature. A Mobility Fee is a one-time fee paid to the Town by development activity (e.g. new or expanded homes and businesses) to off-set (mitigate) any increases in travel demand and pay for its fair share of the multimodal projects adopted as part of the Mobility Plan. Mobility Fees are one of the funding sources available and provide the Town with greater flexibility to fund a variety of multimodal projects included in the Mobility Plan. Mobility Plans are required by Florida Statute to serve as the basis for the Mobility Fee.

A legal process is necessary to adopt and implement the Mobility Plan and Mobility Fee. The Town has establish legislative intent to develop a mobility plan and fee through an amendment to the Comprehensive Plan. This amendment was adopted at the Town Commission Meeting on October 5th, 2022.

The project team additionally sought feedback and recommendations from the Planning & Zoning Board at their November 7th, 2022 public meeting, on projects and programs proposed in the 2045 Lake Park Draft Mobility Plan. While the Board was comfortable with the Plan and its programs, they questioned why the Town's program would simply not replace the County's transportation impact fee. The history was explained to the Board however, Chair Ahrens was still very concerned about this added fee without the elimination of the County transportation impact fee.

The Mobility Plan & Mobility Fee Ordinance now requires Town Commission approval.

After the Mobility Plan and Mobility fee are adopted by the Town Commission along with the Technical Report, the Mobility Plan project recommendations will need to be prioritized and programmed into the Town's Capital Improvements Plan.



TOWN OF LAKE PARK MOBILITY PLAN & MOBILITY FEE

January 4th, 2023



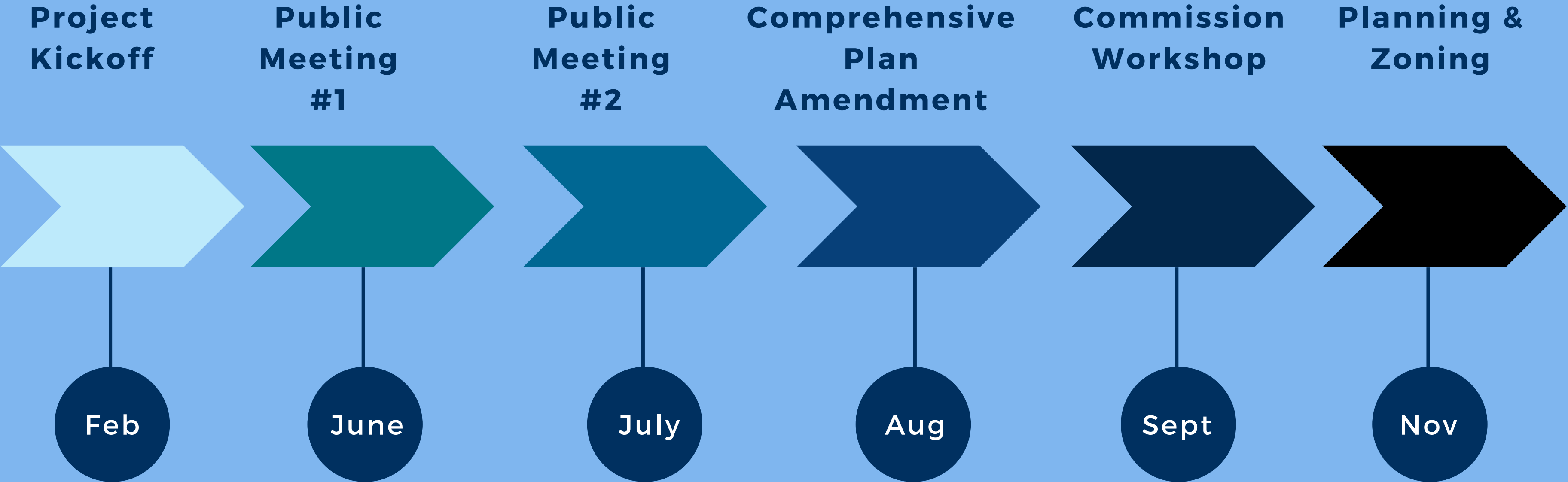
MOBILITY COHORT

2045 Mobility Plan & Mobility Fee

- **A Mobility Plan** is a vision over the next **22 years** for moving **people**.
- **Mobility Plans** create a balance between reducing congestion and support community growth.
- **Mobility Plans** are required by Florida Statute to serve as the basis for development of a **Mobility Fee**.



Project Process



Updated Mobility Plan

- Includes updates based on staff feedback and guidance from Commission & PZB workshops
- New future roads removed or alignments adjusted to minimize impacts to Scrub Natural Area
- New future developer roads removed (west) where in conflict with proposed developments
- Identifies projects requiring private or County ROW, utility easements, or outside of Town limits
- Waterfront promenade alignment updated



2045 LAKE PARK MOBILITY PLAN

DRAFT

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Item 6.



Lake Park Mobility Fee & County Road Impact Fee

Scenario A (recommended)

- Town Mobility Fee assessed in addition to County RIF
- Includes local contribution for road capacity (10-20%) and multimodal projects (10-50%)
- Lower Town fee, but overall higher fee (Town + County) for development (barring County negotiations)

Lake Park Mobility Fee & County Road Impact Fee

Alternative

- Town Mobility Fee only
- Not recommended at this time due to:
 - County Agreement on Comprehensive Plan
 - Pending fee litigation
 - Requesting County extend Park Ave
 - Innovative intersection needs @ Park Ave, Old Dixie, 10th St
 - Requesting Ovalabout
 - Proposed Silver Beach Rd Improvement
 - Requesting intersection improvements at high crash locations on Congress

Mobility Fee (Scenario A)

- Mobility Fee calculation and rates updated based on changes to the Mobility Plan
- New draft Fee Schedule
- Decrease in overall cost of the Plan (compared to Draft 1)
- Decrease in Person Miles of Capacity Rate
- Decrease in most Mobility Fee rates

Technical Report

Person Miles of Travel Rate (PMTr) per Assessment Area

$$\begin{aligned} \text{ICfs} &= (1 - 0.217) = 0.783 \\ \text{ICfn} &= (1 - 0.111) = 0.889 \\ \text{ACSTmp} &= (\text{UCSTmp} \times \text{ECEf}) \times \text{NGEf} \\ \text{ACSTmps} &= (\text{ACSTmp} \times \text{ICfs}) \\ \text{ACSTmpn} &= (\text{ACSTmp} \times \text{ICfn}) \\ \text{PMTre} &= (\text{ACSTmp} / \text{PMTi}) \\ \text{PMTrs} &= (\text{ACSTmps} / \text{PMTi}) \\ \text{PMTrn} &= (\text{ACSTmpn} / \text{PMTi}) \end{aligned}$$

Where:

$$\begin{aligned} e &= \text{East Assessment Area (Map A)} \\ s &= \text{Southwest Assessment Area (Map A)} \\ n &= \text{Northwest Assessment Area (Map A)} \\ \text{UCSTmp} &= \text{Unfunded Cost of Mobility Plan projects (Table 14)} \\ \text{ECEf} &= \text{Existing Conditions Evaluation factor of 1.00 (Table 7)} \\ \text{NGEf} &= \text{New Growth Evaluation factor of 1.00 (Table 15)} \\ \text{ACSTmp} &= \text{Attributable Cost of Mobility Plan projects} \\ \text{ICf} &= \text{Internal Capture factor (Table 16)} \\ \text{PMTi} &= \text{Person Miles of Travel Increase (Table 6)} \\ \text{PMTr} &= \text{Person Miles of Travel Rate} \end{aligned}$$

Prepared by NUE Urban Concepts,

New Growth Evaluation factor (NGEf)

$$\text{PMGI} = \sum (\text{LENci} \times \text{PMCCi}) + \sum (\text{PMCIi}) + \sum (\text{PMCTp})$$

$$\text{NGEf} = (\text{PMTi} / \text{PMGI})$$

If NGEf > 1.00, then the NGEf is set at 1.00

Where:

$$\begin{aligned} \text{NGEf} &= \text{New Growth Evaluation factor (Table 14)} \\ \text{LENci} &= \text{Length of Phase Two Mobility Plan Corridor Improvements (Appendix G)} \\ \text{PMCCi} &= \text{Person Miles of Capacity} \\ \text{PMCIi} &= \text{PMCC of Phase Two Mobility Plan Corridor Improvements (Appendix G)} \\ \text{PMCTp} &= \text{PMCC of Phase Two Mobility Plan Intersection Improvements (Appendix N)} \\ \text{PMCTp} &= \text{PMCC Phase Two Mobility Plan Transit Projects (Appendix O)} \\ \text{PMTi} &= \text{Person Miles of Travel increase (Table 6)} \\ \text{PMCI} &= \text{Person Miles of Capacity increase (Table 11)} \end{aligned}$$

Prepared by NUE Urban Concepts, LLC

Person Miles of Travel increase (PMTi) per each assessment area

$$\begin{aligned} \sum \text{VMT} &= (\sum \text{Vehicle per Trip} \times \sum \text{Average Vehicle Trip Length}) \\ \sum \text{PMT} &= (\sum \text{Persons per Trip} \times \sum \text{Average Person Trip Length}) \\ \text{PMTf} &= (\sum \text{of PMT} / \sum \text{of VMT}) \text{ per each assessment area} \\ \text{VMTi} &= (\text{2045 VMT} - \text{2022 VMT}) \text{ per each assessment area} \\ \text{PMTi} &= (\text{VMTi} \times \text{PMTf}) \text{ per each assessment area} \end{aligned}$$

WHERE:

$$\begin{aligned} \sum \text{VMT} &= \text{Sum of Vehicle Miles of Travel by trip purpose (Appendix D, E, F)} \\ \sum \text{PMT} &= \text{Sum of Person Miles of Travel by trip purpose (Appendix D, E, F)} \\ \text{PMTf} &= \text{Person Miles of Travel factor per each assessment area} \\ \text{PMT} &= \text{Person Miles of Travel} \\ \text{VMTi} &= \text{Vehicle Miles of Travel Increase (Table 5)} \\ \text{PMTi} &= \text{Person Miles of Travel increase (Table 6)} \end{aligned}$$

Prepared by NUE Urban Concepts, LLC

Person Travel Demand per use (PTDu) per Assessment Area

$$\begin{aligned} \text{PTDge} &= (((\text{TG} \times \% \text{NEW}) \times \text{ETfe}) \times \text{PTfe}) \times \text{PTle} = \text{PTDge}; (((\text{PTDge} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf}) \\ \text{PTDgs} &= (((\text{TG} \times \text{ICfs}) \times \% \text{NEW}) \times \text{ETfs}) \times \text{PTfs} = \text{PTDgs}; (((\text{PTDgs} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf}) \\ \text{PTDgn} &= (((\text{TG} \times \text{ICfn}) \times \% \text{NEW}) \times \text{ETfn}) \times \text{PTfn} = \text{PTDgn}; (((\text{PTDgn} \times \text{CRf}) \times \text{LAEf}) \times \text{ODf}) \end{aligned}$$

Where:

$$\begin{aligned} \text{PTDu} &= \text{Person Travel Demand per use (Appendix X)} \\ e &= \text{East Assessment Area (Map A)} \\ s &= \text{Southwest Assessment Area (Map A)} \\ n &= \text{Northwest Assessment Area (Map A)} \\ \text{TG} &= \text{Trip Generation (Appendix R)} \\ \% \text{NEW} &= \text{Percent of Trips that are Primary Trips (Appendix R)} \\ \text{ICfs} &= \text{Internal Capture factor (Appendix S) of 0.783 (Figure 9)} \\ \text{ICfn} &= \text{Internal Capture factor (Appendix S) of 0.889 (Figure 9)} \\ \text{ETfe} &= \text{External Trip factor (Appendix S) of 0.753 (Table 18)} \\ \text{ETfs} &= \text{External Trip factor (Appendix S) of 0.734 (Table 18)} \\ \text{ETfn} &= \text{External Trip factor (Appendix S) of 0.629 (Table 18)} \\ \text{PTf} &= \text{Person Trip Factor by Trip Purpose (Appendix T)} \\ \text{PTl} &= \text{Person Trip Length by Trip Purpose (Appendix T)} \\ \text{PTDg} &= \text{Person Travel Demand gross per use (Appendix X)} \\ \text{CRf} &= \text{County Road factor of 0.878 (Table 20)} \\ \text{LAEf} &= \text{Limited Access Evaluation factor of 0.643 (Table 21)} \\ \text{ODAf} &= \text{Origin & Destination Adjustment factor of 0.50 to avoid double-counting} \end{aligned}$$

Prepared by NUE Urban Concepts, LLC

TOWN OF LAKE PARK

MOBILITY PLAN & MOBILITY FEE

TECHNICAL REPORT

OCTOBER 2022



NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

THE REPUBLIC
DESIGN

DDEC

futureplan

MOBILITY COHORT

Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
Residential / Lodging Uses				
Affordable, Attainable or Workforce Residential	per sq. ft.	\$0.43	per 1,000 sq. ft.	\$ 431
Residential	per sq. ft.	\$0.86	per 1,000 sq. ft.	\$ 861
Overnight Lodging (Hotel, Inn, Motel, Resort)	per room	\$ 971	per room	\$ 971
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	\$ 633	per space or lot	\$633
Institutional Uses				
Community Serving (Civic, Museum, Performing Arts, Place of Assembly or Worship)	per sq. ft.	\$ 0.82	per 1,000 sq. ft.	\$ 823
Long Term Care (Assisted Living, Congregate Care Facility, Nursing Facility)	per sq. ft.	\$0.47	per 1,000 sq. ft.	\$ 474
Private Education (Day Care, Private Primary School, Pre-K)	per sq. ft.	\$ 0.64	per 1,000 sq. ft.	\$ 643

Mobility Fee Rates

Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
Industrial Uses				
Industrial (Assembly, Brewing, Distilling, Distribution, Fabrication, Flex Space, Manufacturing, Nursery, Outdoor Storage, Processing, Trades, Warehouse, Utilities)	per sq. ft.	\$ 0.63	per 1,000 sq. ft.	\$627
Industrial (Distribution, Fulfillment, Nursery, Outdoor Storage, Storage, Warehouse)	per sq. ft.	\$0.23	per 1,000 sq. ft.	\$232
Recreational Uses				
Marina (Including dry storage)	per acre	\$ 358	per acre	\$ 358
Outdoor Commercial Recreation (Amusement, Golf, Multi-Purpose, Parks, Sports, Tennis)	per acre	\$ 1,812	per acre	\$ 1,812
Indoor Commercial Recreation (Dance, Gym, Fitness, Indoor Sports, Kids Activities, Yoga)	per sq. ft.	\$ 3.43	per 1,000 sq. ft.	\$ 3,428
Office Uses				
Office (Dental, General, Higher Education, Hospital, Medical, Professional)	per sq. ft.	\$ 1.25	per 1,000 sq. ft.	\$ 1,252
Medical Office (Clinic, Dental, Emergency Care, Medical, Veterinary)	per sq. ft.	\$3.17	per 1,000 sq. ft.	\$ 3,172

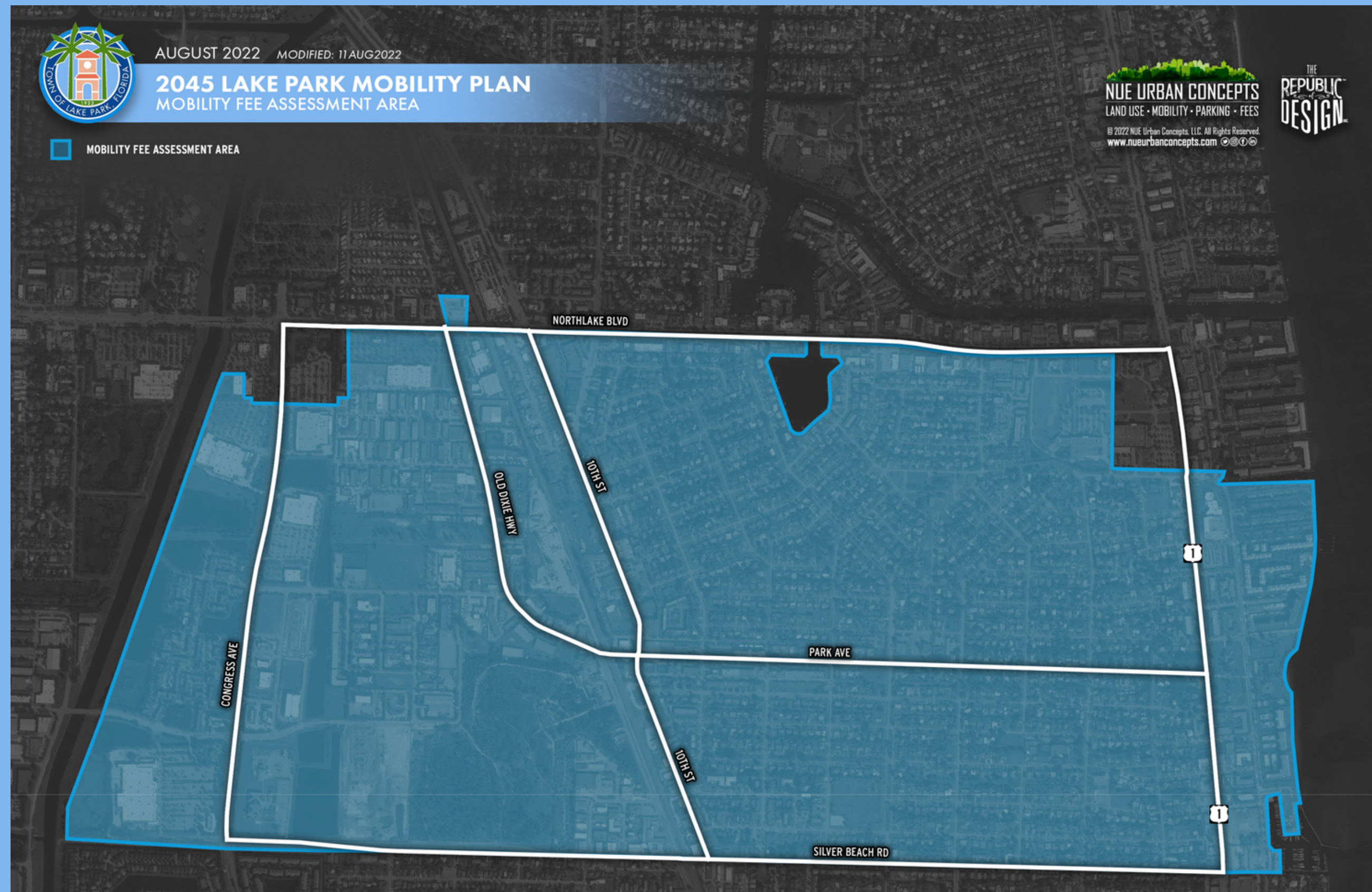
Item 6.

<div> <div>Mobility Fee Rates</div> </div>	Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Mobility Fee	Unit of Measure	Mobility Fee
	Commercial & Retail Uses				
	Small Retail Business (Entertainment, Restaurant, Retail, Services)	per sq. ft.	\$1.14	per 1,000 sq. ft.	\$1,139
	Retail (Discount, Entertainment, Financial, Retail, Services, Superstore)	per sq. ft.	\$2.28	per 1,000 sq. ft.	\$2,277
	Beverage & Restaurant (Chain and National High Turn-Over & Sit-Down Bar and / or Restaurant	per sq. ft.	\$5.08	per 1,000 sq. ft.	\$5,079
	Convenience Retail (Convenience, Motor Vehicle Charging & Fueling, Quick Service Restaurant)	per sq. ft.	\$12.54	per 1,000 sq. ft.	\$12,541
	Additive Fees for Commercial Services & Retail Uses				
	Bank Drive-Thru Lane or Free-Standing ATM 10	per lane or ATM	\$8,093	per lane or ATM	\$8,093
	Motor Vehicle & Boat Cleaning (Detailing, Wash, Wax)	per lane or stall	\$3,121	per lane or stall	\$3,121
	Motor Vehicle Charging or Fueling	per charging or fueling position	\$3,221	per charging or fueling position	\$3,221
	Pharmacy Drive-Thru	per lane	\$2,646	per lane	\$2,646
	Quick Service Restaurant Drive-Thru	per lane	\$6,139	per lane	\$6,139

www.mobilitycohort.com/lakepark

207

Assessment Area



Benefit District

Item 6.



Mobility Fee Assessment Example

Town Mobility Fee

2,500 sq. ft. of Single-Family Residential (per sq. ft.)

$$2,500 \times \$0.86 = \$2,150$$

County Road Impact Fee

** New County fee effective Jan 1, 2023*

One Single-Family Residential unit (per unit)

$$1 \times \$5,039.75 = \$5,039.75$$

Total Fee To Be Paid:

\$7,189.75

Next Step

Item 6.

2nd Reading of Mobility Fee
Ordinance:
January 18th



Questions, Comments & Concerns

Jonathan B. Paul, AICP

Visit

www.mobilitycohort.com/lakepark



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ORDINANCE NO. 02-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED “MOBILITY PLAN & MOBILITY FEES”; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to Article VIII, Section (2) of the Florida Constitution and Chapter 166, Florida Statutes, the Town has broad home rule powers which include the authority to adopt ordinances to provide for and operate multimodal transportation systems; and

WHEREAS, section 163.3180(5)(f), Florida Statutes, encourages municipalities to develop tools and techniques including the adoption of legislative policies that will facilitate multimodal service standards that promote non-vehicular modes of transportation, and land development regulations for development and redevelopment that will provide for an acceptable level of personal mobility; and

WHEREAS, section 163.3180(5)(i), Florida Statutes, authorizes local governments to adopt an alternative mobility funding system; and

WHEREAS, the Town Commission has adopted objectives and policies in its comprehensive plan to provide for the development of a mobility fee system to implement multimodal capital improvement identified in a mobility plan consistent with Section 163.3180(5)(i), Florida Statutes; and

WHEREAS, the mobility plan adopted herein focuses on person travel demand, which includes walking, biking, transit, and motor vehicular trips, generated by new

development or redevelopment as defined in this ordinance, and the resulting impact of that new development on multimodal capacity which requires the expenditure of revenue for multimodal projects identified in an adopted mobility plan; and

WHEREAS, the mobility plan includes a mobility fee system that takes into consideration the impact of person travel demand generated by new development and redevelopment on multimodal capacity as well as considerations of the impact of new development on overall mobility within the Town; and

WHEREAS, the Town is experiencing growth and redevelopment activity that necessitates the addition and expansion of transportation facilities for a variety of modes to meet the person travel demands of development activity including adequate and efficient multimodal facilities along with different personal and shared mobility options; and

WHEREAS, the imposition of a mobility fee would require the developers of future growth and those developers redevelopment of land within the Town to contribute their fair share of the cost of growth-necessitated multimodal facilities to further the public health, safety, and welfare of the residents and businesses of the Town; and

WHEREAS, the Town in the Transportation Element of its Comprehensive Plan sets out goals, objectives and policies to develop and maintain a safe, convenient, efficient transportation system which: recognizes present need, reflects the Future Land Use Plan, and provides for safe, efficient intermodal transportation linkages; and

WHEREAS, the Town Commission finds that this ordinance implements and furthers the goal, objectives and policies of the Transportation Element of the Comprehensive Plan; and

WHEREAS, the Town Commission finds that the mobility fees imposed herein are consistent with the legislative authority given to the Town in Sections 163.3180 and 163.31801, Florida Statutes; and

WHEREAS, the Town Commission finds that the adoption of a mobility fee will help to preserve and enhance the rational nexus between the need for multimodal person travel demands generated by new development activity in the Town and the mobility fees imposed on that new development and redevelopment activities based on the multimodal improvements established in the mobility plan; and

WHEREAS, the Town Commission finds that the establishment of a mobility fee benefit district is necessary to regulate mobility fee expenditures and is the best method of ensuring that the multimodal projects funded by mobility fees; and

WHEREAS, mobility fees collected will be deposited in the mobility fee fund created for the related mobility fee benefit district established herein and expended for the purposes set forth herein; and

WHEREAS, the Town has developed a Mobility Plan and Mobility Fee Technical Report dated October 2022 prepared by NUE Urban Concepts, LLC, that provides the technical analysis supporting a mobility fee to fund multimodal improvements on Town, county, and state rights-of-way within the Town as identified in the mobility plan; and

WHEREAS, the Town Commission finds that adopting a mobility plan and mobility fee will promote multimodal transportation opportunities to meet the travel demands of Town residents and visitors which are generated by development and redevelopment projects in the Town; and

WHEREAS, the mobility fees imposed on new development and redevelopment in the Town will provide a funding source for multimodal improvements on Town, county, and state rights-of-way within the Town consistent with the mobility plan as set forth in this article; and

WHEREAS, the Town Commission finds that the adoption and implementation of a Mobility Plan and Mobility Fee is within its authority and would further the public health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. The Commission hereby amends Chapter 67 by creating a new Article VIII to be entitled “Mobility Plan and Mobility Fees” as set forth hereinbelow:

ARTICLE VIII. MOBILITY PLAN AND MOBILITY FEES

Sec. 67-204. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Additive fee means a mobility fee rate based on a unit of measure that generates high levels of person travel demand per unit such as service bays, car wash stalls, or fueling for motor vehicles or drive-thru lanes for banks, quick service restaurants, and pharmacies. Additive mobility fees per unit of measure are assessed in addition to mobility fees assessed per use based on square footage or the applicable unit of measure for the use.

Affordable, attainable, or workforce residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 240, 253, 254, and 255. Residential includes accessory dwelling units, dormitories, and tiny homes. The Town may elect to establish a program that establishes criteria to qualify as affordable, attainable or workforce housing. Until the Town establishes a program, and a fee payer receives formal approval, the affordable, attainable or workforce housing mobility fee rate would not be applicable.

Assessment area means a geographic area of the Town where mobility fees are assessed on development activity.

Bank drive-thru or free-standing ATM means any bank or financial institution with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. Credit Unions and Savings and Loans are also considered to be banks for purposes of this definition and the applicable mobility fees. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Benefit district means areas designated in this article where fees paid by the fee payer are to be expended.

Beverage and restaurant mean a drinking establishment or restaurant including chain and national high turn-over and side down restaurants (non-fast food), bars, nightclubs, or lounges.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, capacity means the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial and retail uses mean those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Community serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participate in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Complete streets means a transportation policy and design approach that requires multimodal transportation improvements to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation and to allow for safe travel by those walking, bicycling or using other forms of non-motorized travel, riding public transportation or driving motor vehicles or low speed electric vehicles. Separate and defined spaces are provided for the various modes of travel planned within the street cross-section.

Convenience retail means convenience stores with or without vehicular gas or service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants.

Development activity means land development or site preparation activity related to any new residential or non-residential construction of buildings or structures, the modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any approvals of site plans, special exception uses, variances, or special use permit that results in an increase in person travel demand above the existing use of property.

Fee payer means any applicant, developer, or landowner, who is authorized and wishes to initiate development activity and is therefore responsible for paying mobility fees.

Indoor commercial recreation means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment and services related to individual, or group fitness may be offered for ancillary sales.

Industrial means those activities which are predominantly engaged in building and construction trades, the assembly, finishing, processing, packaging, or distribution of

goods or products, utilities, recycling, waste management and uses that include brewing and distilling that may have taps, sampling or tasting rooms, and include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses. Industrial uses typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses. Commercial storage means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the mobility fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to allowance by land development and zoning regulations.

Institutional uses mean those public or quasi-public uses in the Town that serve the community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in the definition of office uses. Land Use Codes 580 and 590 are included in the definition of community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates hereto.

Level of service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Long term care means adult living facilities designed for the independent or assisted living long term care living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Low speed streets mean a multimodal transportation facility based on either the Dutch Woonerf concept that treats all modes equally with no defined spaces for any mode or bicycle boulevards which feature pavement markings, signage and posted speed limits. Low speed streets also include shared streets which typically do not have raised curbs, distinct pavement markings, traffic control devices, defined parking spaces, or vehicular speed limit signs or have posted speed limits 15 miles per hour or less. A low-speed street often features signage and sometimes a speed limit that indicates there are multiple users of the shared street.

Marina means facilities that provide docks and berths for boats. Any buildings for shops, retail, or restaurants would fall under the retail land use and pay the mobility fee rate for retail uses.

Medical office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, hospitals and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. The Land Use Code 620 for Nursing Homes is excluded from medical offices and included under the definition of long term care.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, one-Wheel, unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Microtransit vehicle means low speed vehicles such as autonomous transit shuttles, golf carts neighborhood electric vehicles, or trolleys subject to requirements established by a governmental entity responsible for approval, permitting or regulating said vehicles.

Mobility means the ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

Mobility fee means a monetary exaction imposed on development activity to fund multimodal projects identified in a mobility plan.

Mobility fee administrator means the Community Development Director or other designee of the Town of Lake Park who is responsible for all administrative procedures regarding mobility fees including assessment and determination, collection, and expenditure of mobility fees.

Mobility fee off-set means the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building, or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for up to five years from the date of demolition, unless otherwise provided for in a written agreement with the Town or specified in an implementing ordinance.

Mobility plan means the plan adopted by the Town of Lake Park that identifies multimodal projects to meet the person miles of travel demands of development activity.

Mobile residence means land uses for the temporary or permanent placement of mobile homes, RVs, tiny homes on wheels, or travel trailers within predefined lots or spaces that have connections for communications, electric, water and wastewater. Mobile residential parks may have common amenities and building with recreation uses, laundry and park office.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Motor vehicle means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the motor vehicle.

Motor vehicle and boat cleaning means a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. The mobility fee is based on both the number of lanes and stalls.

Motor vehicle charging or fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle fueling facilities with or without small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Motor vehicle charging stations that do not require a customer to pay for charging are exempt from payment of the mobility fee.

Multimodal means multiple modes of travel including, but not limited to walking, bicycling, jogging, rollerblading, skating, scootering, riding transit, driving a golf cart, low speed electric vehicle or motor vehicle.

Multimodal projects mean improvements such as sidewalks, bike lanes, trails, paths, protected bike lanes, transit facilities, streetscape, landscape, roundabouts, raised medians, crosswalks, and high visibility crosswalks. Multimodal projects also include shared mobility programs and services, wayfinding, micromobility devices, programs and services, and microtransit vehicles and lanes. Improvements can include new or additional road travel lanes and turn lanes, complete and low speed streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, engineering and inspection, utility relocation, right-of-way, easements, stormwater facilities.

Multimodal project expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving multimodal projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, programs and services, (e) transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve,

redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness; (k) reasonable costs of design, engineering and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of related projects, (l) Town administration of multimodal projects, implementation updates to the Mobility Plan and Mobility Fee, including any assessments, counts or studies needed for projects, and (m) local contribution to advance federal, state and county funded projects, repayment of loans from the State of Florida Infrastructure Bank used to front-end the design and/or construction of multimodal projects.

Non-residential square feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office means banks without drive-thru, financial services without drive-thru, general office, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Office uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 for Nursing Homes is not considered an office use and included under institutional uses.

Off-site improvement means improvements located outside of the boundaries of the parcel proposed for development. Access improvements required to provide ingress and egress to the development parcel, which may include rights-of-way, easements, paving of adjacent or connecting roadways, turn lanes and deceleration/acceleration lanes, sidewalks, bike lanes, trails, paths, transit stops along with required traffic control devices, signage, and markings, and drainage and utilities, shall be considered on-site improvements.

Outdoor commercial recreation means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. Buildings for refreshments, bathrooms, changing and retail may be included.

The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

Overnight lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.

Person miles of capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving or using a mobility assisted device over a defined distance.

Person miles of travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan multimodal project needs that form the basis for a mobility fee.

Person travel demand (PTD) means travel demand from development activity based on trip generation, pass-by trips, person trips, person trip lengths, limited access travel, urban area travel, and both the origin and destination of trips. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person trip means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person trip length means the length, in miles, of a person trip per trip purpose.

Pharmacy drive-thru means the drive-thru lanes associated with a pharmacy. The number of drive-thru lanes will be based on the number of lanes present when an individual places or pick-up a prescription or item. The fee per drive-thru is in addition to the retail fee per square foot for the pharmacy building.

Private education means a building used for pre-school, private school, or day care. Private school (Pre-K to 12) shall mean a building or buildings in which students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include charter schools, which are exempt from local government fees per Florida Statute. Day care shall mean a facility where care for young children or for older adults is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds.

Quick service restaurant drive-thru means a quick service restaurant where an order for food is placed or a pick-up/delivery lane where an order is picked-up by either a

customer that placed an online order or a delivery service. Quick service restaurants are establishments serving beverages, food, or both with higher turnover, quick service, and may feature either counter service or selection of items from a counter and would fall under the descriptions of ITE Trip Generation Manual Land Use Codes 930, 933, 934, 935, 936, 937, and 938. The vehicle will proceed to one or more common pick-up windows, lockers, stations, or functional equivalent after the order has been placed. Quick service restaurant with drive-thru may be located in multi-tenant retail or free-standing retail buildings. This use also includes any quick service restaurants that do not offer indoor seating and are intended to primarily be served by vehicle delivery services or pick-up or drive-thru only orders placed online. These uses may provide a walk-up order window.

Quality of service (QOS) means a quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality; a discrete stratification of a quality-of-service continuum.

Recreation uses mean those public or quasi-public uses that serve a community's social, cultural, fitness, entertainment, and recreational needs, which include applicable land uses specified in the ITE Trip Generation Manual under Land Use Code Series 400 and 500.

Residential uses mean a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200.

Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 253, 254, and 255. Residential includes tiny homes, accessory dwelling units, and dormitories.

Residential square feet means the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls or walls adjoining public spaces such as multifamily or dormitory hallways, or the centerline of common walls shared with other dwelling units. Square feet include all livable, habitable, and temperature controlled enclosed spaces (enclosed by doors, windows, or walls). This square footage does not include unconditioned garages or unenclosed areas under roof. For multifamily and dormitory uses, common hallways, lobbies, leasing offices, and residential amenities are not included in the square feet calculation, unless that space is leased to a third-party use and provides drinks, food, goods, or services to the public or paid memberships available to individuals that do not reside in a dwelling unit.

Residential and lodging uses means a dwelling unit or room in overnight accommodations or mobile home or RV park and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 and 300 and Land Use Code 416. Land Use Codes 253, 254, and 255 are considered institutional uses.

Retail means entertainment, personal service, restaurant, and retail uses. This includes land uses under ITE Land Use Codes Series 400, 800, and 900. Retail includes all uses that do not fall under Beverage & Restaurant or Convenience Retail.

Service standard means the adopted or desired quality or level of service for a bicycle facility, pedestrian facility, roadway, shared-use multimodal facility, or transit.

Shell building means the foundational and structural elements that separate interior and exterior space and includes the roof, walls, windows, doors, mechanical systems, and rough plumbing and electric. Common areas are typically finished. Interior spaces are designed to be finished by the tenant with wall coverings, ceiling, flooring, lighting, electrical and plumbing finishes, and furnishings. The floor may or may not be finished with concrete to allow for flexibility in the location of plumbing service lines.

Small retail business means entertainment, personal service, restaurant, and retail uses. Buildings maybe either free-standing or multi-tenant. The Town of Lake Park may elect to establish a program that establishes criteria to qualify as a small retail business. Until the Town establishes a program, and the fee payer receives formal approval, the small retail business mobility fee rate would not be applicable. This includes land uses under ITE Land Use Codes Series 400, 800, and 900.

Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.

Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Trip purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

Vehicle miles of travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

Sec 67-205. Short Title, Authority, and Applicability

This article shall be known and may be cited as the "Town of Lake Park Mobility Fee Ordinance."

Sec. 67.206. Authority The Town of Lake Park has the authority to adopt this article pursuant to its home rule powers under its Charter, Article VIII of the Florida Constitution, and Chapters 163, 166 and 380 of the Florida Statutes. In particular, the Town has the authority to provide a multimodal transportation system comprised of sidewalks, bicycle

lanes, multimodal lanes, multimodal ways, shared-use paths, multi-use trails/greenways, low speed lanes, corridors, roads, streets, traffic calming elements, waterfront promenades, intersection improvements, safety enhancements, pedestrian and vehicle signals, high-visibility crosswalks, rectangular rapid flashing beacons (RRFB), high-intensity activated crosswalks (HAWK), roundabouts, signalized roundabouts, hardscape, streetscape, landscape, lighting, and mobility services and programs, in the Town.

Sec. 67-207. Applicability

The Mobility Plan applies to all new development, redevelopment, changes of use, and alterations or changes of uses in land within the Town (collectively known as "development activity"), that generates an increase in person travel demand above the existing use of property and generates a need for multimodal projects in the Town.

The Mobility Fee is to be applied to multimodal projects needed to serve development activity that generates additional person travel demand for multimodal facilities, services and programs, and the subsequent implementation of a Mobility Plan, is a responsibility of the Town.

(Ord. No. XX-2022)

Sec. 67-208. Intent and purpose.

(a) *Imposition.* This article is intended to impose a mobility fee, assessed at building permit application and payable no later than issuance of a building permit, in an amount based upon the average amount of new person travel demand attributable to development activity and the average cost of providing the multimodal capacity needed to serve such new person travel demand. This article shall not be construed to authorize imposition of fees related to multimodal project needs attributable to existing development.

(b) *Consistency with transportation concurrency.* This article is intended to allow the fee payer, in compliance with the Town's and Palm Beach County's Comprehensive Plans, to share in the burdens of growth. The fee payer shares this burden by paying a pro rata share of the reasonably anticipated costs of multimodal projects needed to accommodate the person travel demands created by development activity in the Town as well as by complying with other appropriate development order conditions. This article is intended to provide flexibility to address the burdens of growth created by individual development and redevelopment that, because of location, timing, or other characteristics, require different treatment in the form of reduced fees or supplemental requirements.

(c) *Technical report.* The mobility fees legislatively adopted herein are based upon the calculation methodology incorporated in the "Town of Lake Park 2045 Mobility Plan and Mobility Fee Technical Report" October 2022, prepared by NUE Urban Concepts, LLC (the Technical Report).

(Ord. No. XX-2022)

Sec. 67-209. Adoption of mobility plan and mobility fee technical report.

The Technical Report is hereby adopted by reference into this article and includes, the following: the multimodal projects included in the mobility plan, the basis of the assumptions, conclusions, and findings in such study as to the basis of the mobility fee, the methodology for calculating the mobility fee, the person miles of capacity assigned to multimodal capital improvements and the person travel demand assigned to various land use categories. The Technical Report presents the technical analysis and detailed methodology supporting the Town of Lake Park Mobility Fees consistent with the multimodal projects included in the Town of Lake Park 2045 Mobility Plan. The Town of Lake Park 2045 Mobility Plan consist of two (2) separate plans: 1) Complete Streets Plan 2) Streetscape, Street Trees, and Landscape Enhancement Plan. The Complete Streets Plan consists of both specific multimodal corridor and intersection projects for future consideration reflected on the Plan maps and next step recommendations for services and programs not reflected on the Plan map. The Streetscape, Street Trees, and Landscape Enhancement Plan is a preliminary, supplemental plan that identifies priority corridors for consideration for a next step Town beautification program. The Technical Report shall be maintained and made available by the Town upon request.

(Ord. No. XX-2022)

Sec. 67-210. Mobility fee imposition.

(a) *Applicability.* The mobility fee imposed by this section shall apply to development activity that requires issuance of a building permit after January 18, 2023.

(1) This section shall not be imposed on building permits otherwise necessary for:

- a. Additions, remodeling, rehabilitation or other improvements to an existing structure, provided there is no increase in person travel demand and no increase in square footage for non-residential uses and no increase in the number of dwelling units for residential uses;
- b. Additions, remodeling, rehabilitation or other improvements to an existing structure, provided there is a demonstration the changes are needed to an existing residence to accommodate a mobility impaired person or home care that requires additional space to live or recover for medical reasons;
- c. Rebuilding of a damaged or destroyed structure, whether voluntary or involuntary, provided there is no increase in the intensity of use or no increase in square footage for non-residential uses and no increase in the number of rooms for residential uses;
- d. A change in occupancy that does not generate additional person travel demand or any increase in square footage for non-residential uses or increase in the number of rooms, excluding kitchens, bathrooms, laundry rooms, or utility rooms such as a mud room for residential uses;

- e. Accessory buildings that do not result in an increase in person travel demand will be exempt from the fee (e.g.detached garage, sheds, parking structures, covered parking); or
 - f. A federal, state, county, municipal, or governmental entity structure, excluding Community Development Districts or Special Districts. Public and charter schools for Pre-K to 12th Grade are exempt from mobility fees per Florida Statute; community colleges, colleges, and universities are not exempt.
- (2) There is hereby imposed upon all development activity, as herein defined, a mobility fee assessed at the time of building permit application and payable at the time of issuance of the building permit. No building permit shall be issued until said mobility fee has been paid except as otherwise herein provided. Mobility fees are assessed at the mobility fee rate in effect at the time of building permit application. If the permit is for less than the entire contemplated development, the fee shall be computed for the amount of development covered by the building permit. The obligations for payment of mobility fees shall run with the property.
- a. Additionally, a mobility fee shall be imposed for any structure that is altered, expanded, or replaced that requires the issuance of a building permit and results in an increase in person travel demand above the existing use of the property.
 - b. The mobility fee is calculated on the basis of the person travel demand generated from the land use. If the person travel demand increases due to a change in size or use, and a building permit is required the mobility fee due shall be the incremental difference resulting from the alteration, expansion, or replacement as determined by the mobility fee schedule, less the mobility fee that would be imposed under the applicable rate prior to the alteration, expansion, or replacement.
 - c. In the event that there is a change in use that results in a decrease in person travel demand generated by the previously allowed use, [the fee payer] shall not be entitled to a refund or credit.
 - d. A structure or use of property that is inactive and has been abandoned for a period of more than three (3) years shall not be considered an existing or active use for purposes of calculating mobility fee off-sets. The Mobility Plan and Mobility Fee are to be updated every four (4) years and person travel demand is measured on a yearly basis. Therefore, person travel associated with the use is no longer captured in collected travel demand data which is used to plan for future needed mobility projects. The burden of demonstrating the existence of a use or structure shall be upon the fee payer where an off-set request is made.
 - e. For uses and structures considered to be active, any previous payment of proportionate share or mobility fees under this article may be credited against the appropriate mobility fees owed as a result of a change of use or

reestablishing a use of land or structure that has been vacant but not considered abandoned.

- f. Any request for credit or offsets of a mobility fee shall be made prior to the submittal of a building permit application and shall be resolved prior to issuance of a building permit, unless otherwise stated in a written agreement per the fee payer and the Town. Any off-sets or credits not so claimed shall be deemed waived by the fee payer.
- g. Vacation rentals shall pay a mobility fee per bedroom, except for kitchens and bathrooms or unenclosed accessory spaces. The conversion of any existing residential use shall be required to pay the difference between a mobility fee based on the square footage of the home and the mobility fee based on the number of rooms for the vacation rental.
- h. Development activity that does not initially require a building permit is encouraged to pay its mobility fee at the time of approval of the development activity, as any future development activity that requires a building permit shall be required to pay the mobility fee in effect at the time of building permit application, regardless of the time frame between approval of the development activity and the application of a building permit.
- i. The fee payer may elect to pay its mobility fee prior to issuance of a building permit. If the mobility fee assessed at the time of building permit application is higher than the prepayment, development activity shall pay the difference prior to issuance of a building permit. If the mobility fee assessed at the time of building permit application is lower than the prepayment, development activity will be allowed to request a refund for the difference. No interest will be included with the refund. The refund request process is provided for in section 67-217(c).
- j. The mobility fee shall be paid in its entirety for any shell building space. The fee shall be based on the underlying land use for the building. Any use that will result in an increase in person travel demand above the current use of a shell space shall pay the difference in mobility fees based on the mobility fee schedule in effect at the time of the request. Refunds shall not be issued for less intense uses as uses in the shell buildings change over time. The fee payer of the shell building shall be required to pay any mobility fees due to an increase in person travel demand, unless the owner includes a disclosure in a signed contract between the entity selling or leasing the space and the end user where the end user acknowledges, in writing, that they are responsible for payment of mobility fees to the Town.
- k. The Town Manager, in consultation with the Town Attorney may take such actions as are determined to be legal and necessary related to the imposition or payment of the fee, to make determinations of credit or off-set utilization, or such other actions to address unique circumstances that may arise for time to time that are not expressly addressed herein.

(b) Mobility fee schedule. Any fee payer who shall initiate any development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the Technical Report which is incorporated by reference herein and the following mobility fee schedule:

(Intentionally left blank)

MOBILITY FEE SCHEDULE <i>(mobility fee administrator, or designee, shall make final use determinations)</i>		
Use Categories, Land Uses Classifications, and Representative Land Uses	Unit of Measure	Mobility Fee
<i>Residential and Lodging Uses</i>		
Affordable, Attainable or Workforce Residential	per sq. ft.	\$0.43
Residential	per sq. ft.	\$0.86
Overnight Lodging (Hotel, Inn, Motel, Resort)	per room	\$971
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	\$633
<i>Institutional Uses</i>		
Community Serving (Civic, Museum, Performing Arts, Place of Assembly or Worship)	per sq. ft.	\$0.82
Long Term Care (Assisted Living, Congregate Care Facility, Nursing Facility)	per sq. ft.	\$0.47
Private Education (Day Care, Private Primary School, Pre-K)	per sq. ft.	\$0.64
<i>Industrial Uses</i>		
Industrial (Assembly, Brewing, Distilling, Fabrication, Flex Space, Manufacturing, Trades, Utilities)	per sq. ft.	\$0.63
Industrial (Distribution, Fulfillment, Nursery, Outdoor Storage, Storage, Warehouse)	per sq. ft.	\$0.23
<i>Recreational Uses</i>		
Marina (including dry storage)	per berth	\$358
Outdoor Commercial Recreation (Amusement, Golf, Multi-Purpose, Parks, Sports, Tennis)	per acre	\$1,812
Indoor Commercial Recreation (Dance, Gym, Fitness, Indoor Sports, Kids Activities, Yoga)	per sq. ft.	\$3.43
<i>Office Uses</i>		
Office (Financial, General, Higher Education, Hospital, Business, Professional)	per sq. ft.	\$1.25
Medical Office (Clinic, Dental, Emergency Care, Medical, Veterinary)	per sq. ft.	\$3.17
<i>Commercial & Retail Uses</i>		
Small Retail Business (Entertainment, Restaurant, Retail, Services)	per sq. ft.	\$1.14
Retail (Discount, Entertainment, Financial, Retail, Services, Superstore, Vehicle/Boats/Other, including display areas)	per sq. ft.	\$2.28
Beverage & Restaurant (Chain and National High Turn-Over & Sit-Down Bar and / or Restaurant)	per sq. ft.	\$5.08
Convenience Retail (Convenience, Motor Vehicle Charging & Fueling, Quick Service Restaurant)	per sq. ft.	\$12.54
<i>Additive Fees for Commercial Services & Retail Uses</i>		
Bank Drive-Thru Lane or Free-Standing ATM	per lane or ATM	\$8,093
Motor Vehicle & Boat Cleaning (Detailing, Wash, Wax)	per lane or stall	\$3,121
Motor Vehicle Charging or Fueling	per charging or fueling position	\$3,221
Pharmacy Drive-Thru	per lane	\$2,646
Quick Service Restaurant Drive-Thru	per lane	\$6,139

(Ord. No. XX-2022)

Sec. 67-211. Mobility fee determination.

- (a) *Determination.* The mobility fee shall be determined using the use classifications in the mobility fee schedule set forth in section 67-210(b).
- (b) *Closest use determination.* In the event a project involves a use not contemplated under the mobility fee use classifications in section 67-210(b), the mobility fee administrator shall determine the mobility fee utilizing the closest use classifications in the Mobility Plan and Mobility Fee Technical Report adopted in section 67-209 by Town Resolution.
- (c) *Mixed-use.* For mixed-use development projects, the mobility fee administrator shall determine the mobility fee based on each separate mobility fee use classification included in the proposed mixed-use project. Marinas and overnight lodging with restaurants, bars, shops, meeting space, offices, and other amenities that are leased or sold to a third party and are open to the public and are not limited to guests shall pay a mobility fee based on the square footage of the uses open to the public, in addition to the mobility fees per room. Meeting spaces and office uses shall be classified as office, while restaurants, shops, bars, and other amenities shall be classified as small business retail, retail, or beverage & restaurant.
- (d) *Outdoor storage.* For commercial uses with outdoor storage for construction, farm, or yard material, goods, landscape, materials, merchandise, nursery and garden supplies, or boats, RVs, trailers, or vehicles, the acreage of the outdoor storage area shall be converted into square feet for purposes of calculating mobility fees. Uses that sell new or used boats, RVs, trailers, or vehicles are not classified as an outdoor storage use.
- (e) *Food truck or container courts.* Commercial uses with spaces for food trucks or converted shipping containers shall be evaluated as retail with square footage based on all structures, any pads or envelopes for food trucks, and any areas for outdoor seating. For commercial uses that also offer an outdoor recreational component, the recreational acreage shall be assessed as outdoor commercial recreation. Elevated walkways or coverage over those walkways, so long as seating is not provided, shall not be considered a structure for square footage purposes. For any commercial use providing a designated space for one (1) or more food trucks, whether long term or short-term duration, that requires a building permit shall pay a mobility fee per the small business or retail use with the square footage based on the pad or envelop for the food truck.
- (f) *Additive fees.* Additive mobility fees are assessed for high impact uses and are in addition to mobility fees for the square footage of the buildings and structures based on applicable mobility fee rates. The determination of additive mobility fees shall be based on the following:

 - (1) Each bank building shall pay the office rate for the square footage of the building. Drive-thru lanes, free-standing ATM's and drive-thru lanes with ATM's are assessed an additive fee per lane or per ATM and are in addition to any mobility fee per square foot associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building.

- such as an ATM within a grocery store. In some instances, drive-thru or walkup ATM's maybe freestanding and only assessed the additive mobility fee rate if there is not an associated bank building.
- (2) Motor vehicle or boat cleaning shall mean any car wash, wax, or detail where a third party or automatic system performs a cleaning service on a motor vehicle or boat. Mobility fees are assessed per lane or stall, plus a retail mobility fee rate associated with any additional building square footage.
 - (3) Motor vehicle charging or fueling mobility fee rates are per vehicle charging or fueling position and shall apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Uses that do not charge a fee for vehicle charging will not be assessed a mobility fee per charging location.
 - (4) Any drive-thru associated with a pharmacy shall be assessed an additive mobility fee per drive-thru lane in addition to the applicable retail mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the number of lanes present when an individual places or pick-up a prescription or item.
 - (5) Any drive-thru associated with a quick service restaurant shall be an additive fee in addition to applicable retail mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.
 - (g) *Assessment.* The mobility fee shall be determined using the appropriate use category, use classification, assessment rate, and rate established per section 67-2010(b).
 - (h) *Alternative determination.* Alternative mobility fee or special mobility fee determinations are permitted. In the event a fee payer believes that the cost to mitigate the impact of the development of improvements needed to serve the fee payer's proposed development is less than the fee established in this section, the fee payer may request consideration of and submit an alternative mobility fee or special mobility fee determination request, along with an application and review fee as determined by the Town, and support materials to substantiate the request to the mobility fee administrator pursuant to the provisions of this article. If the mobility fee administrator finds that the data, information, assumptions, formulae, and methodology used by the fee payer to calculate the alternative mobility fee or special mobility fee satisfy the requirements of this section, the alternative mobility fee or special mobility fee shall be deemed the mobility fee due and owing for the proposed development.
 - (1) The mobility fee administrator shall be responsible for calculating mobility fees in accordance with the provisions of this article. If a fee payer believes project

impacts are lower than justified by the findings of this article, or believes the proposed use is incorrectly assigned as identified in the mobility fee schedule, or that the assumptions that derive the mobility fee are not applicable to a specific proposed land use, an adjustment to the fees may be requested by submitting an application and a review fee. The mobility fee administrator shall determine whether the request is to be reviewed as either an alternative mobility fee determination or a special mobility fee determination], based upon the impact of the proposed land use on Town mobility. The process for reviewing alternative mobility fee determinations is set forth below in section 67-211(h)(2). The process to be followed for special mobility fee determinations for minor projects with significantly less impacts is set forth in section 67-211(i).

(2) Alternative mobility fee determination.

- a. The alternative mobility fee determination shall be based on data, information, assumptions, formulae, and methodology contained in this article and the mobility fee study referred to in section 67-2010(b), or independent sources, provided that:
 1. The independent source is (an) accepted standard source of transportation engineering or planning data or information; or
 2. The independent source is a local study carried out by a qualified traffic planner or engineer pursuant to an accepted methodology of planning or engineering; or
 3. Where different data, information, assumptions, formulae, or methodology are employed such differences shall be specially identified and justified.
- b. An alternative mobility fee calculation shall be undertaken through the submission of an application for review of an alternative mobility fee determination for the mobility fee component for which an alternative mobility fee calculation is requested. A fee payer shall submit such an application prior to submittal of a building permit application or as otherwise agreed to in a mobility fee agreement. The Town may submit such an application for any development activity for which it concludes the nature, timing or location of the proposed development makes it likely to generate impacts costing substantially more to remedy than the amount of the fee to be paid based upon the mobility fee schedule in section 67-210(b).
- c. Within twenty (20) working days of receipt of an application for review of an alternative mobility fee determination, the mobility fee administrator, shall determine if the application is complete. If the mobility fee administrator determines that the application is not complete, a written statement specifying the deficiencies shall be sent to the fee payer. The application shall be deemed complete if no deficiencies are specified. The mobility fee administrator shall take no further action on the application until it is deemed complete by the mobility fee administrator.

- d. When the mobility fee administrator determines the application is complete, the application shall be reviewed and a written decision shall be rendered in thirty (30) working days on whether the mobility fee should be modified, and if so, what the amount of the mobility fee should be.
- e. If the mobility fee administrator finds that the data, information, assumptions, formulae and methodology used by the fee payer to compute the alternative mobility fee calculation satisfies the requirements of this article, the re-determined mobility fee shall be deemed the mobility fee due and owing for the proposed land development activity. This adjustment in the fee shall be set forth in a mobility fee agreement which shall be entered into pursuant to sections 67-212 (b) and (c).
- f. A determination by the mobility fee administrator that the alternative mobility fee re-determination does not satisfy the requirements of this article may be appealed in accordance with this article.
- g. The fee payer shall be responsible for the full costs that the Town may incur to review the alternative mobility fee data and methodology which may include the Town's consultant and legal costs. Payment shall be due at the time of the request for the alternative calculations.
- h. A fee payer who submits a proposed alternative mobility fee pursuant to this article and desires the issuance of a building permit prior to the resolution of the pending alternative mobility fee shall pay the applicable mobility fee no later than at the time of issuance of the building permit. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any rights. Any difference in the amount of the mobility fee after the determination of the pending alternative mobility fee shall be refunded to the fee payer.
- (i) *Special mobility fee determination.* A fee payer may request a special mobility fee determination for smaller, less intense projects when data and information are presented that substantiates that a project has unique characteristics other than those upon which the mobility fee calculation was based. It is the fee payer's responsibility to submit adequate justification and support data to substantiate a lower impact to mobility fee administrator. The mobility fee administrator may review the request and ask for additional information. The fee payer is responsible for additional costs that the Town may incur to review these special requests, including consultant and legal costs. Payment shall be due at the time of request for the determination.
- (j) *Town initiated mobility fee determination.* The mobility fee administrator shall determine mobility fees. Unique uses, changes in market dynamics related to uses, and updates to trip generation or household travel data may necessitate that the mobility fee rate for one or more uses that have been established by the Town should be amended.
- (k) *Review of mobility fee reductions.* Any alternative, special, or Town initiated mobility fee determination that results in a reduction of more that twenty-five (25) percent of

the calculated mobility fee in section 67-210(b), as adjusted for inflation per section 67-220, shall require approval by the Town commission or the review body approved by the Town commission.

- (l) The Town Manager, in consultation with the Town Attorney may act related to determination of use, request to reconsider determinations, use of credit or off-sets, acceptance of alternative studies, payment of the fee, timing of payment, updates of the fee and to address unique circumstances that may arise for time to time that are not expressly addressed herein.

(Ord. No. XX-2022)

Sec. 67-212. Presumptions, agreements, and security requirements.

- (a) *Impact.* A proposed development shall be presumed to generate the maximum impact generated by the most intensive use permitted under the applicable Comprehensive Plan, zoning or land development regulations or under an applicable deed or plat restrictions.
- (b) *Mobility fee agreement.* In lieu of the payment of fees as calculated in section 67-210(b) or 67-211(e), any fee payer may propose to enter into a mobility fee agreement with the Town designed to establish just and equitable fees or their equivalent and standards of service appropriate to the circumstances of the specific development proposed. A mobility fee agreement may include, but shall not be limited to, provisions which:
- (1) Modify the presumption of maximum impact set forth in section 67-212(a) and provide a mobility fee which may differ from that set forth in section 67-210(b) or 67-211(e), by specifying the nature of the proposed development for purposes of computing actual impact, provided that the agreement establishes a legally enforceable means for ensuring that the impact does not exceed the impact generated by the approved development order;
 - (2) Permit the construction of specific improvements in lieu of or with a credit against the mobility fees to be assessed and/or pursuant to a payback schedule, allow the fee payer to recover the actual cost of such improvements in excess of the amount which would have been assessed by section 67-210(b) as subsequent users of such improvements obtained building permits and pay mobility fees;
 - (3) Permit a schedule and method for payment of the mobility fees in a manner appropriate to the particular circumstances of the proposed development in lieu of the requirements for payment of the fees as set forth in section 67-210, provided that security is posted ensuring payment of the fees, in a form acceptable to the Town, which security may be in the form of a cash bond, surety bond, irrevocable letter of credit, negotiable certificate of deposit or escrow account, or lien or mortgage on lands to be covered by the building permit.
- (c) *Mobility fee agreement approval.* Any agreement proposed by a fee payer pursuant to section 67-212 shall be presented to and approved by the Town Manager for amounts less than \$15,000.00 and the Town Commission for amounts of \$15,000.00 or more prior to the issuance of a building permit. A mobility fee agreement may

provide for execution by mortgages, lienholders, or contract purchasers in addition to the landowner, and may permit any party to record such agreement in the official records of Palm Beach County, whichever applicable. The Town Manager or Town Commission shall approve such an agreement only if it finds that the agreement apportions the burden of expenditure for new facilities in a just and equitable manner.

(Ord. No. XX-2022)

Sec. 67-213. Mobility fee credits.

- (a) *Capital improvements program.* Only multimodal projects included in the Town's capital improvements program or in the adopted Mobility Plan shall be eligible for mobility fee credits, except as provided for in section 67-213(b). A fee payer may request that the Town Commission add multimodal projects to the capital improvements program, which is required by F.S. § 163.3177. The multimodal projects requested for inclusion in the capital improvements program shall be based upon the Mobility Plan.
- (b) *Adopted plans.* Multimodal projects included in plans adopted by the Town Commission, the Town's community redevelopment agency, the Palm Beach County Transportation Planning Agency (TPA), the Florida Department of Transportation (FDOT), Palm Beach County, a Transit Authority, a State of Florida Department, the Treasure Coast Regional Planning Council, or other governmental entity or utility provider may be eligible for credit if the mobility fee administrator, in consultation with the Town's Community Development Department, determine the multimodal project implements the mobility goals of the Town's Comprehensive Plan.
- (c) *Development orders or permits.* A fee payer may request mobility fee credit against any mobility fee assessed pursuant to section 67-210(b) in an amount equal to the cost of multimodal projects or contributions of land, money or services for multimodal projects contributed or previously contributed, paid for, or committed to by the fee payer or his predecessor in interest where the multimodal project is a condition of a development order or permit.
- (d) *Plan and code requirements.* Multimodal projects shall meet minimum requirements of the Town's applicable Land Development Regulations requirements are not eligible for any mobility fee credit. Site access improvements for turn lanes, sidewalks, bike lanes, paths, trails, mobility hubs, roundabouts, or traffic signals internal to a development, along the adjacent boundary of the development, at development entrances, or immediately adjacent to the development which have been determined by the Town to be site-related are not eligible for any credit, except as provided for in section 67-213(c).
- (e) *Amount of mobility fee credit.* The amount of fee payer contribution credit to be applied to the mobility fee shall be determined according to the following standards of valuation:
 - (1) The appraised fair market land value of the contributed parcel as of the date of building permit, agreement to contribute, or contribution, whichever is earlier. No

credit shall be granted pursuant to this section unless the cost of the improvements or dedication of land were paid for and the contributions made within the last three years; and

- (2) The cost of multimodal projects shall be based upon documentation certified by a professional engineer or planner, and such documentation shall be reviewed and approved by the Town Engineer. The Town reserves the right to require the fee payer to competitively bid in accordance with the Town Code, in which case the credit shall be limited to the actual cost or 100% of the lowest responsible bid amount, whichever is less. All bidders shall be pre-qualified to construct the multimodal projects.(f)
Transfer of mobility fee credit. Credit for contributions, payments, construction, or dedications of a mobility fee shall not be transferable to another property where a mobility fee is imposed, unless provided for in a mobility fee agreement. Credits shall first be used for the full development potential of the land development activity for which a development order was approved before any excess credit can be considered for transfer to another property.

Sec. 67-214. Mobility fee benefit district.

- (a) Intent. The Town shall establish one or more a mobility fee benefit districts to ensure that the mobility fees paid by the fee payer are expended within a defined area that benefits the development paying the mobility fee.
- (b) Expenditure. The established mobility fee benefit district shall ensure that funds paid by the fee payer are expended on multimodal projects to accommodate person travel demand within that benefit district.
- (c) Establishment. The mobility fee benefit district is hereby established as one district within the following boundaries: Northlake Boulevard or the Town limits shall form the northern boundary; US Highway 1, Lake Shore Drive, or the Intracoastal Waterway shall form the eastern boundary; Silver Beach Road or the Town limits shall form the southern boundary; and the C-17 Canal or Town limits shall form the western boundary.

(Ord. No. XX-2022)

Sec. 67-215. Mobility fee fund account.

There is hereby established a mobility fee fund account for the mobility fee benefit district. For accounting purposes, mobility fees shall be considered special revenue funds. Mobility fees collected from the fee payer located within the mobility fee benefit district shall be deposited into the corresponding mobility fee account. Funds withdrawn from these accounts shall be used solely in accordance with the provision of sections 67-214 and 67-216. The mobility fee account shall be subject to the Town's annual audit and the reporting requirements of F.S. § 163.3180.

(Ord. No. XX-2022)

Sec. 67-216. Mobility fee expenditures.

- (a) Expenditure of funds. Amounts on deposit in the mobility fee account shall be used by the Town solely for developing multimodal projects or for financing directly, or as a pledge against bonds, revenue certificates and other obligations of indebtedness, the costs of multimodal projects, or portions thereof, that are located in the mobility fee benefit district from which the funds were collected and are included in the Town's Capital Improvement Element or through a development order or permit condition, or where the Town Commission takes action to add a multimodal project to the Capital Improvements Element .
- (b) Prohibition. The amounts on deposit in the mobility fee account shall not be used for an expenditure that would be classified as operational and/or for maintenance expenses.
- (c) Use of funds. Funds withdrawn from the mobility fee account shall be used solely in accordance with the provisions of this article. The disbursal of such funds shall be in accordance with the Capital Improvement Element.
- (d) Interest bearing accounts. Any mobility fees collected and deposited into the mobility fee account that are not immediately necessary for expenditure in accordance with the Capital Improvement Element may be invested in interest-bearing accounts. Mobility fees collected by the Town may be pooled for investment provided all income derived from the mobility fees invested in the pooled investment instrument shall be deposited in the established mobility fee account.

(Ord. No. XX-2022)

Sec. 67-217. Mobility fee refunds.

- (a) Refund required. Mobility fees collected pursuant to section 67-210(b) shall be returned to the owner of the benefited property if the fees have not been encumbered or spent by the end of the calendar quarter immediately following seven years from the date the fees were collected, or if the development from which the mobility fees were collected did not initiate development.
- (b) Refund process. For purposes of section 67-216, mobility fees collected shall be deemed to be encumbered or expended on a "first in-first out" basis (i.e., the first money placed in a fee fund shall be deemed to be the first money expended or encumbered). The following procedure shall apply for requests for eligible refunds:
 - (1) The then benefited property owner shall petition the Town for a refund within one year following the end of the calendar quarter immediately following seven years from the date on which the Town collected the fee.
 - (2) The petition must be submitted to the Mobility Fee Administrator and shall contain:
 - a. A notarized sworn statement that the petitioner is the benefitted property owner or its authorized agent; and

- b. A copy of the dated receipt issued for payment of the fee or other competent evidence of payment; and
 - c. A certificate of title or attorney's title opinion showing the petitioner to be the benefitted property owner or his authorized agent; and
 - d. A copy of the most recent ad valorem tax bill; and
 - e. A copy of the building permit mobility fee agreement, or development order pursuant to which the mobility fees were paid.
- (3) Within 60 working days from the date of receipt of petition for refund, the Mobility Fee Administrator shall advise the petitioner of the status of the requested refund. For the purposes of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made in accordance with section 67-216.
- (4) If the mobility fee for which a benefitted property owner is seeking a refund remains in the mobility fee account and has not been spent or encumbered by the end of the calendar quarter immediately following seven years from the date of the mobility fee was paid to the Town, the fees paid shall be returned to the petitioner with interest at the rate of one percent per annum.
- (5) When a refund is requested because development was not initiated the petitioner for the return of a paid mobility, the petitioner shall provide the Town with its written acknowledgment of the expiration of the development order before the fee is refunded fee.
- (6) A request for a refund of mobility fees must be made one year from the issuance of the building permit or use by exception or six months from the expiration of the permit whichever is later only if [no development] activity has started. The refund amount will be less ten (10) percent of the fees that were ultimately to have been paid, regardless of the amount actually paid, to cover administrative cost. If the fee payer does not apply within the time limits stated above, there will be no refund.
- (c) Prepayment refund process. For any fee payer that prepays its mobility fee, the fee payer may make a written request a refund for any prepayment of a mobility fee. The request shall include documentation of the [amount paid and the amount being assessed at the building permit application]. The written request shall be made prior to issuance of a building permit.
- (1) Within 20 working days of receipt of a written request for prepayment, the mobility fee administrator, shall determine if the request is complete. If the mobility fee administrator determines that the request is not complete, a written statement specifying the deficiencies shall be sent to the fee payer. The application shall be deemed complete if no deficiencies are specified. The mobility fee administrator shall take no further action on the request until it is deemed complete.

- (2) When the mobility fee administrator determines the request is complete, the request shall be reviewed and a written decision shall be rendered in 30 working days on whether and the amount of the mobility fee to be refunded.
- (3) If the Mobility Fee Administrator finds that a refund should be provided, it shall be paid within 30 working days of the written determination.

(Ord. No. XX-2022)

Sec. 67-218. Effect on land use and development regulations.

- (a) Land use. The listing of a use in the mobility fee schedule is solely for purposes of establishing the applicable mobility fee for such use, and such listing does not mean that the use is a permitted use established by the Town's Zoning Code. In addition, the listing of the use in the mobility fee schedule shall not be considered evidence that the use is appropriate in any existing or future land use classification pursuant to the Town's Comprehensive Plan.
- (b) Land development code. The payment of mobility fees does not ensure nor grant compliance with the Town's land development code, including regulations relating to site access, corridor access management, substandard roads, secondary access, timing and phasing, or mobility impact or site impact review. However, if such regulations require transportation mitigation for the same travel demand impacts addressed through the payment of mobility fees, such regulations shall be deemed to provide for mobility fee credit against imposed mobility fees consistent with federal and state laws and this article.

(Ord. No. XX-2022)

Sec. 67-219. Annual report.

The Town shall submit with its annual financial report to the state, as required by Florida Statute a separate affidavit signed by the Town Manager, to the best of his or her knowledge, that all mobility fees were collected and expended by the Town, or were collected or expended on its behalf, in full compliance with the spending period provision herein, and that funds expended from each mobility fee account were used only to acquire, construct, or improve specific mobility needs.

(Ord. No. XX-2022)

Sec. 67-220. Review and update.

- (a) Mobility plan and fee update. The Mobility Plan and Mobility Fee shall be updated by the Town at least once every four years with no more than five (5) years between adoption. The Mobility Plan and Mobility Fee shall be reviewed as part of the Town Commission's capital improvements budget process or the preparation of the mobility fee annual report.

- (b) Annual inflation adjustment. To ensure that mobility fees keep pace with inflation, on January 1 of each calendar year, and effective October 1, 2024, the mobility fees in section 67-210(b) shall increase by the projected rate of inflation for the upcoming calendar year as determined by the most recent FDOT Transportation Cost Report Construction Cost Inflation Factors released on or about July of each calendar year. Should FDOT cease to report, then annual inflation factor adjustments shall be based on either the National Producers Price Index for transportation projects or the Consumer Price Index.
- (c) Annual update. Pursuant to subsection (b), the Town shall update the mobility fees in section 67-210(b) on or before September 30th of each calendar year, starting in 2023, with an effective date of January 1, of each calendar year, starting in 2024. The Town shall advertise the fees in a publication of general circulation available to Town residents and businesses or as permitted by state statute, on the Town's website. The advertisement shall be published and/or posted 90 calendar days prior to the effective date of the increase in the mobility fees. Should the Town not be able to update and publish the fees by September 30, then the effective date shall be a minimum of ninety (90) calendar days from the date of update and publication of the update.
- (d) Notice provided. The requirements of sections 67-220(b) and (c) shall serve as the statutorily required notice to the public that mobility fees will increase on an annual basis, adjusted for inflation, and that section 67-220 shall be deemed to address statutory requirements that notice be provided 90 calendar days prior to an increase in a mobility fee. The notice requirement of section 67-220(c) is provided as a courtesy reminder only.
- (e) Required notice for increase. Updates to the Mobility Plan and Mobility Fee that result in an increase in mobility fees shall be required to provide ninety (90) calendar days' notice before the increased fees are assessed on development activity per Florida Statute.
- (Ord. No. XX-2022)

Sec. 67-221. Mobility fee agreements.

A fee payer may enter into a mobility fee agreement with the Town to establish mobility fees or to provide equivalent multimodal projects necessary to serve new development. All mobility fee agreements shall be presented to and must be approved by the Town Commission prior to the issuance of a building permit. Any such agreement shall provide for execution by any mortgagees, lienholders, or contract purchasers in addition to the landowner, and shall require the fee payer to record such agreement in the public records of Palm Beach County. The Town Commission shall approve such an agreement only if it finds that the new agreement will apportion the burden of expenditure for new facilities in a just and equitable manner.

(Ord. No. XX-2022)

Sec. 67-222. Appeal.

A fee payer may appeal any decisions related to assessments, credits, determinations, or refunds made by the mobility fee administrator, by filing a written appeal of the mobility fee administrator's written decision to the Town manager. The Town manager shall meet with the fee payer and the mobility fee administrator within 60 calendar days of receipt of the notice to consider the decision of the mobility fee administrator. The Town manager shall render a decision within 60 calendar days of the meeting. A fee payer may appeal the Town Manager's decision to the Town Commission by filing a notice of appeal with the Town. The Town Commission shall consider the appeal within 30 days of the receipt of an appeal of the Town Manager's determination. The appeal shall be based upon the information presented to the Town Manager and no new information or evidence is permitted. The Town Commission's final written decision may be appealed within 30 days of its rendition.

(Ord. No. XX-2022)

Secs. 67-223—67-299. Reserved.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase, or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 4. Codification. The provision of this ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

Section 5. Effective date. This ordinance shall take effect immediately upon execution.

By: _____
_____, Mayor

ATTEST:

Vivian Mendez Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Thomas J. Baird, Town Attorney

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LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on Wednesday, January 18, 2023 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida to be held at 535 Park Avenue, Lake Park, Florida 33403 will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE 01-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLES I, II, III AND V OF CHAPTER 24, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO SOLID WASTE; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT AND AMENDMENTS TO CERTAIN PROCEDURES AND POLICIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 02-2023

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 67, BY CREATING NEW ARTICLE VIII, TO BE ENTITLED "MOBILITY PLAN & MOBILITY FEES"; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR IMPOSITION OF A FEE SCHEDULE; PROVIDING FOR A PROCESS FOR THE REVIEW OF ALTERNATIVE & SPECIAL FEE DETERMINATIONS, CREDITS; PROVIDING FOR THE ESTABLISHMENT OF MOBILITY FEE BENEFIT DISTRICTS, FUND ACCOUNTS, EXPENDITURES, REFUNDS; PROVIDING FOR REQUIREMENTS FOR ANNUAL REPORTING, REVIEWS AND UPDATES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311. Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida
January 8, 2023 8282964

TOWN OF LAKE PARK MOBILITY FEE COMPARISON¹

Use Categories, Use Classifications, and Representative Uses	Unit of Measure	Recommended Lake Park Mobility Fee	Port St. Lucie Mobility Fee (East of I95)	Wellington Multimodal Impact Fee	Proposed Oviedo Mobility Fee ² (Non Mixed-Use)	Lake Wales Multimodal Impact Fee	Lakeland Road Impact Fee
Residential & Lodging Uses							
Affordable, Attainable or Workforce Residential	per 1,000 sq. ft.	\$ 431	-	-	\$ 1,302	-	-
Residential	per 1,000 sq. ft.	\$ 861	-	-	\$ 2,604	-	-
Single-Family Residential	per 1,000 sq. ft.	-	\$ 1,591	\$ 864	-	\$ 2,055 (dwelling unit)	\$ 4,316 (dwelling unit)
Single-Family Attached Residential	per 1,000 sq. ft.	-	-	-	-	\$ 1,569 (dwelling unit)	-
Multi-Family Residential	per 1,000 sq. ft.	-	\$ 2,612	\$ 1,125	-	\$ 1,469 (dwelling unit)	\$ 1,837 (dwelling unit)
Overnight Lodging (Hotel, Inn, Motel, Resort)	per room	\$ 971	\$ 1,976	\$ 940	\$ 2,958	\$ 1,434	\$ 1,671
Mobile Residence (Mobile Home, Recreational Vehicle, Travel Trailer)	per space or lot	\$ 633	\$ 1,587	-	\$ 1,926	\$ 867	\$ 1,579
Institutional Uses							
Community Serving (Civic, Museum, Performing Arts, Place of Assembly or Worship)	per 1,000 sq. ft.	\$ 823	\$ 1,969	\$ 695	\$ 1,867	\$ 669	\$ 1,980
Long Term Care (Assisted Living, Congregate Care Facility, Nursing Facility)	per 1,000 sq. ft.	\$ 474	\$ 1,323	\$ 956	\$ 1,442	\$ 629	\$ 246 (bed)
Private Education (Day Care, Private Primary School, Pre-K)	per 1,000 sq. ft.	\$ 643	\$ 2,155	\$ 1,422	\$ 1,993	\$ 601	\$ 262
Industrial Uses							
Industrial (Assembly, Brewing, Distilling, Fabrication, Flex Space, Manufacturing, Trades, Utilities)	per 1,000 sq. ft.	\$ 627	\$ 786	\$ 550	\$ 1,619	\$ 620	\$ 604
Industrial (Distribution, Fulfillment, Nursery, Outdoor Storage, Storage, Warehouse)	per 1,000 sq. ft.	\$ 232	\$ 443	-	-	-	\$ 776
Recreational Uses							
Marina (Including dry storage)	per berth	\$ 358	\$ 656	-	-	-	-
Outdoor Commercial Recreation (Amusement, Golf, Multi-Purpose, Parks, Sports, Tennis)	per acre	\$ 1,812	\$ 2,165	\$ 1,089	\$ 4,864	\$ 2,253	-
Indoor Commercial Recreation (Dance, Gym, Fitness, Indoor Sports, Kids Activities, Yoga)	per 1,000 sq. ft.	\$ 3,428	\$ 3,414	\$ 2,062	\$ 9,206	\$ 2,985	-
Office Uses							
Office (Financial, General, Higher Education, Hospital, Professional)	per 1,000 sq. ft.	\$ 1,252	\$ 3,008	\$ 1,734	\$ 4,065	\$ 2,135	\$ 2,516
Medical Office (Clinic, Dental, Emergency Care, Medical, Veterinary)	per 1,000 sq. ft.	\$ 3,172	\$ 5,042	\$ 2,759	\$ 11,584	\$ 2,135	\$ 6,916
Commercial & Retail Uses							
Small Retail Business (Entertainment, Restaurant, Retail, Services)	per 1,000 sq. ft.	\$ 1,139	\$ 2,757	\$ 2,057	\$ 3,387	-	-
Retail (Discount, Entertainment, Financial, Retail, Services, Superstore)	per 1,000 sq. ft.	\$ 2,277	-	-	\$ 6,773	\$ 3,279	\$ 6,096
Multi-Tenant Retail (Entertainment, Restaurant, Retail, Services)	per 1,000 sq. ft.	-	\$ 5,515	\$ 4,113	-	-	-
Free-Standing Retail (Entertainment, Restaurant, Retail, Services)	per 1,000 sq. ft.	-	\$ 6,456	\$ 5,618	-	-	-
Beverage & Restaurant (Chain and National High Turn-Over & Sit-Down Bar and / or Restaurant)	per 1,000 sq. ft.	\$ 5,079	-	-	\$ 14,078	-	-
Convenience Retail (Convenience, Motor Vehicle Charging & Fueling, Quick Service Restaurant)	per 1,000 sq. ft.	\$ 12,541	-	-	\$ 26,861	-	-
Additive Fees for Commercial Services & Retail Uses							
Bank Drive-Thru Lane or Free-Standing ATM	per lane or ATM	\$ 8,093	\$ 15,888	\$ 8,048	\$ 8,287	-	-
Motor Vehicle & Boat Cleaning (Detailing, Wash, Wax)	per lane or stall	\$ 3,121	\$ 16,444	\$ 7,392	\$ 10,653	-	-
Motor Vehicle Charging or Fueling	per charging or fueling position	\$ 3,221	\$ 12,651	\$ 7,040	\$ 17,346	-	\$ 8,245
Pharmacy Drive-Thru	per lane	\$ 2,646	\$ 10,457	\$ 6,869	\$ 9,033	-	-
Quick Service Restaurant Drive-Thru	per lane	\$ 6,139	\$ 29,679	\$ 14,633	\$ 14,563	-	-

¹ All comparative fees are assessed in addition to their respective County Road Impact Fee.

² Oviedo is currently undergoing adoption of a mobility fee.

Mobility Fee Comparison Example

Item 6.

1,500 sq. ft. of Single-Family Residential (per sq. ft.)

Lake Park

$$1,500 \times \$0.860 = \$1,290$$

Port St. Lucie

$$1,500 \times \$1.590 = \$2,387$$

Wellington

$$1,500 \times \$0.864 = \$1,296$$

Oviedo (Proposed)

$$1,500 \times \$2.604 = \$3,906$$

Lake Wales

$$1 \text{ (dwelling unit)} \times \$2,055 = \$2,055$$

Lakeland

$$1 \text{ (dwelling unit)} \times \$2,055 = \$4,316$$

EXISTING MOBILITY FEES AND SIMILAR PROGRAMS IN FLORIDA

Item 6.

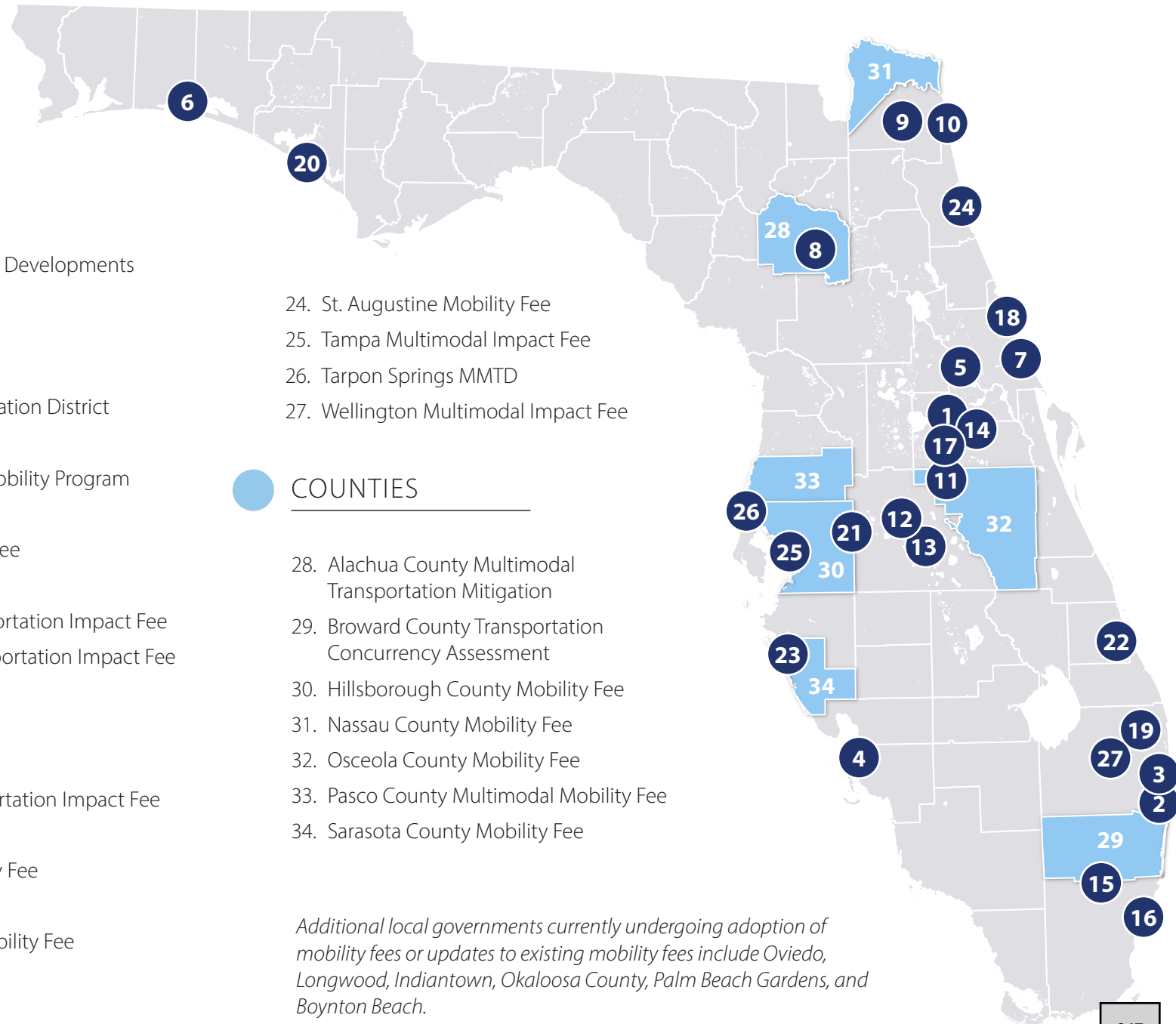
CITIES

1. Altamonte Springs
2. Boca Raton Planned Mobility Developments
3. Boynton Beach Mobility Fee
4. Bradenton Mobility Fee
5. Debary Mobility Fee
6. Destin Multimodal Transportation District
7. Edgewater Mobility Fee
8. Gainesville Transportation Mobility Program
9. Jacksonville Mobility Fee
10. Jacksonville Beach Mobility Fee
11. Kissimmee Mobility Fee
12. Lakeland Multimodal Transportation Impact Fee
13. Lake Wales Multimodal Transportation Impact Fee
14. Maitland Mobility Fee
15. Miami Lakes Mobility Fee
16. Miami Beach Mobility Fee
17. Orlando Multimodal Transportation Impact Fee
18. Ormond Beach Mobility Fee
19. Palm Beach Gardens Mobility Fee
20. Panama City Mobility Fee
21. Plant City Transportation Mobility Fee
22. Port St. Lucie Mobility Fee
23. Sarasota Mobility Fee

COUNTIES

24. St. Augustine Mobility Fee
25. Tampa Multimodal Impact Fee
26. Tarpon Springs MMTD
27. Wellington Multimodal Impact Fee
28. Alachua County Multimodal Transportation Mitigation
29. Broward County Transportation Concurrency Assessment
30. Hillsborough County Mobility Fee
31. Nassau County Mobility Fee
32. Osceola County Mobility Fee
33. Pasco County Multimodal Mobility Fee
34. Sarasota County Mobility Fee

Additional local governments currently undergoing adoption of mobility fees or updates to existing mobility fees include Oviedo, Longwood, Indiantown, Okaloosa County, Palm Beach Gardens, and Boynton Beach.





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2023

Originating Department: Public Works

Agenda Title:

REQUEST TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND ENTERPRISE FUNDING ASSOCIATED WITH THE SANITATION FUND AND THE STORMWATER FUND AND APPROVE TWO PROPOSALS FROM RAFTELIS FINANCIAL CONSULTANTS, INC., (CONSULTANT) FOR THE PROVISION OF UTILITY RATE AND FINANCIAL CONSULTING SERVICES, PER THE PRICING, TERMS, AND CONDITIONS OF MARTIN COUNTY/CONSULTANT'S AGREEMENT NO. RFP2021-3343 (COOPERATIVE PURCHASE).

Approved by Town Manager:

[Signature]
TOWN MANAGER

Date: 01-12-23

Cost of Item: 1. **\$56,200.00**
2. **\$53,720.00**

Funding Source:

Professional Services (404/402)

Account Number: 1. 404-31000
2. 402-31000

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: 2023.01.12 11:15:20 -05'00'

Advertised: N/A

Date:

Newspaper:

Attachments:

1. Agenda Request Form (ARF)
2. Sanitation Utility Rate Analysis Proposal
3. Stormwater Utility Rate Analysis Proposal
4. PowerPoint Presentation

Please initial one:

Yes, I have notified everyone

[Initials]

Not applicable in this case

Background/Summary Explanation:

The Town operates a Solid Waste (Sanitation) Utility and a Stormwater Utility, which are fiscally supported by the Sanitation and the Stormwater Enterprise Funds (the Funds), respectively. Additionally, the Town Manager previously determined the need to conduct comprehensive analysis of the Funds at regular intervals to inform the Town Commission and Town Staff regarding current and projected utility operating costs, revenues, forecast capital expenditures, and make recommendations on rate structure, service classifications and more.

Moreover, the Town currently has a competitively-procured continuing-service agreement with Raftelis Financial Consulting, Inc. (Consultant), which was approved by the Town Commission through Resolution 27-05-22.

THE SOLID WASTE (SANITATION) UTILITY

The Town is required to provide solid waste collection and disposal services and operates a solid waste (Sanitation) utility for that purpose.

1. **The Sanitation Utility Fund.** The Sanitation (Utility) Fund operates as a self-supporting, “enterprise” government fund, funded mostly from the Non-Ad Valorem sanitation assessment and the collection of monthly dumpster service fees. The Sanitation Fund Balance (an accumulation of revenue minus expenditures) has historically fluctuated and had to borrow from its Reserves to achieve balance (**Figure 1**). In other words, operating expenses have regularly exceeded revenues. This has resulted in daily operational challenges and has impacted the Town’s ability to mitigate current and future operational risks (I.e., revenue shortfalls and unanticipated expenditures), provide for stable rates, and effectively plan for future equipment and staffing needs.

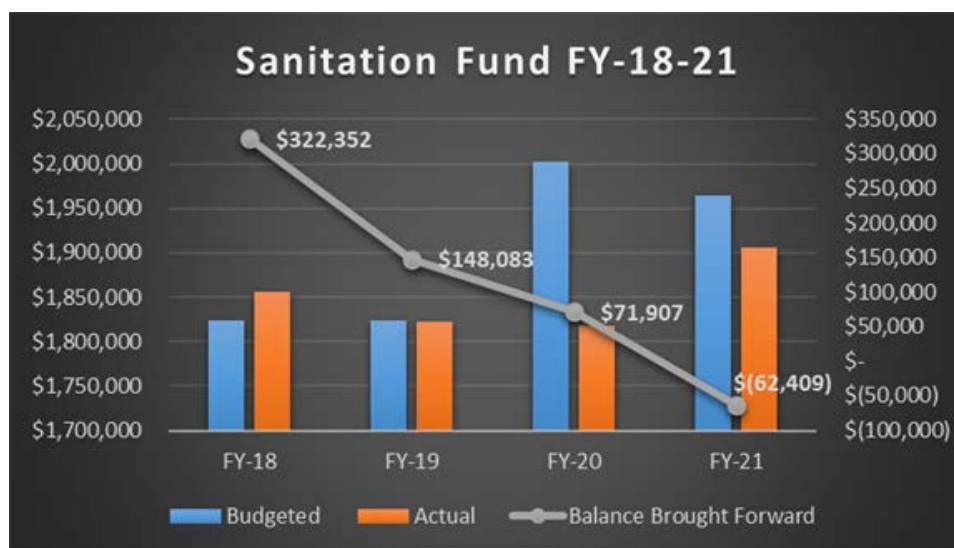


Figure 1

2. **Sanitation Equipment.** The Sanitation Division currently operates ten (10) major equipment to collect and dispose of residential and commercial solid waste in the Town. Nine of the ten (9 of 10) trucks have exceeded their recommended in-service time (**Table 1**). This has resulted in frequent out-of-service periods for the equipment and service operational disruptions.

Equipment	Years in Service
Automatic Side Loader (3)	7.6 Years
Front-End Loader (3)	7.6 Years
Grapple (Clamshell) Truck (3)	5.75 Years
Rear Loader (1)	17 Years
Automatic Side Loader (3)	7.6 Years
Average Years in Service: 7.8 Years	Recommended Service Life: 7 Years

Table 1

3. Recent Rate Studies. Until 2020, the Town did not complete regular fiscal analysis of its Sanitation Utility. In 2020, the Town completed a comprehensive fiscal Analysis of the Sanitation Utility, which included the following Scope of Services:

- Data Review
- Review of Operating Costs
- Revenue Forecast
- Report

The findings and recommendations from this Analysis were presented to the Town Commission and led to a 9% increase in Residential and Commercial Rates.

Additionally, in 2022, a more limited in scope Analysis studied the Sanitation Multi-Family and Commercial Rate Classes. The findings and recommendations in the associated report were presented to the Town Commission in August of 2022 and included a 10% Rate adjustment for Residential Rates, a 19.7% Adjustment for the Commercial Dumpster Rates, and a suspension of Commercial NAV Assessments, all of which have been approved by the Town Commission and implemented. Furthermore, the 2022 Analysis also recommended a more comprehensive financial analysis of the Sanitation Utility, given the unprecedented and historic impacts of the COVID-19 Pandemic, supply chain collapse, inflation, and other factors which have occurred since 2020.

4. Comprehensive Rate Analyses Proposal. As recommended in the 2022 Analysis and discussed with the Town Commission during its January 4, 2023 meeting, there is a need to conduct a comprehensive financial analysis of the Sanitation Utility.

A. Scope of Work for the Sanitation Rate Analysis:

- Task 1: Data Request, Acquisition/Compilation, and Review
- Task 2: Customer, Sales, and Revenue Forecast (*including determination of Cost of Service Rate Design, which was not included in the 2020 or 2022 Studies*)
- Task 3: Development of Projected Revenue Requirements
- Task 4: Prepare Stormwater Rate Analysis Report

The consultant's proposal carries a Not-to-exceed cost of **\$56,200.00**.

The estimated timeline to complete the Sanitation Utility Rate Analysis is one-hundred and fifty days (150) days from Notice to Proceed and the results of the Analysis will be presented to the Town Commission at a future date.

B. Key Dates Associated with the Sanitation Assessment

- **January-April 2023:** Sanitation Rate Analysis
- **May 2023:** Town begins FY-24 budget development/Presentation to Town Commission on findings and recommendations from rate analysis
- **May 2023:** Workshop on the Sanitation Multi-family Rate Class
- **June 2023:** Presentation to Town Commission on proposed Sanitation rates (for Discussion only)
- **July 20, 2023:** Town submits maximum proposed sanitation assessment rates to County
- **August 2023:** Master Fee Schedule Resolution presented for approval
- **August 18, 2023:** Proposed Tax Notices mailed to all tax payers
- **September 9, 2023:** Town submits approved Sanitation assessment rates

THE STORMWATER UTILITY

The Town is required to manage stormwater runoff in accordance with Federal, State, and local regulations and has been issued associated permits for that purpose.

1. **The Stormwater Utility Fund.** The Town of Lake Park operates a stormwater utility to manage and improve the quality of stormwater runoff and protect public and private property from flood damage. The Stormwater (Utility) Fund operates as a self-supporting, “enterprise” government fund, funded through the Non-Ad Valorem Assessment. The Stormwater Fund Balance (accumulation of revenue minus expenditures) has historically fluctuated and had to borrow from its Reserves to achieve balance (**Figure 2**). In other words, operating expenses have typically exceeded revenues. This has resulted in daily operational challenges and has impacted the Town’s ability to mitigate current and future operational risks (I.e., revenue shortfalls and unanticipated expenditures), provide for stable rates, and effectively plan for future equipment and staffing needs.

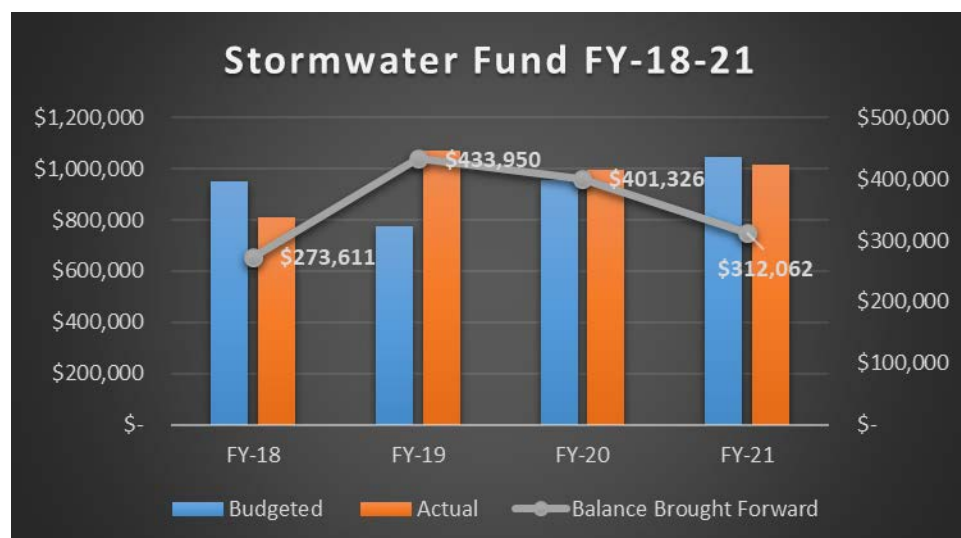


Figure 1

2. **Stormwater Equipment.** The Stormwater Division currently operates five (5) major equipment to maintain the system, all of which have exceeded their recommended in-service time (**Table 2**). This has resulted in frequent out-of-service periods for the equipment, operational disruptions and noncompliance with federal and State-mandated National Pollutant Discharge Elimination System (NPDES) permit requirements (**Figure 3**).

Equipment	Years in Service
Vacuum Truck (2009)	13 Years
Backhoe (2008)	14 Years
Skid Steer Loader (2006)	16 Years
Farm Tractor (2006)	16 Years
Mower (2004)	18 Years
Average Years in Service: 15.4 Years	Recommended Service Life: 7 Years

Table 2

Key Maintenance Performance Indicators

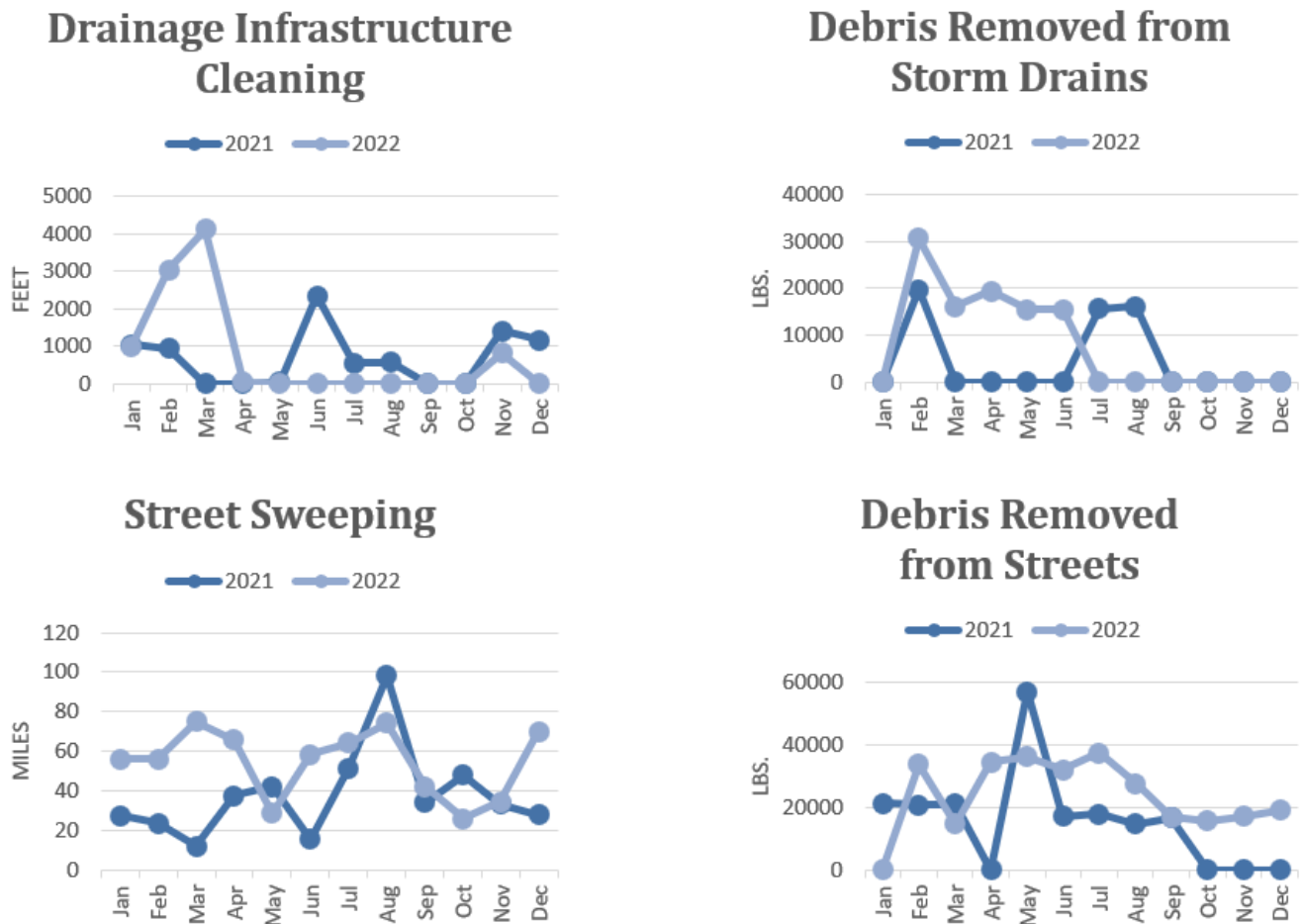


Figure 2

3. **Stormwater Master Plan (SWMP).** The Stormwater Master Plan (**Attachment 2**), which was adopted by the Town Commission in 2021, provides a roadmap to rehabilitate the Town's aging 10.6-mile stormwater pipe infrastructure, address recurring nuisance street flooding and relief coastal Sea Level Rise impacts. To accomplish these goals, the SWMP prescribes the exclusive use of the Stormwater Utility Funding to cover costs associated with labor, condition assessment of the stormwater infrastructure, closed-circuit TV inspections, and pipe rehabilitation and replacement via trenchless Cured-in-Placed (CIPP) and open cut methods.
4. **The 20-Year Needs Assessment.** In June 30, 2022, the Town transmitted to the State of Florida a statutorily-mandated report on the findings of the forward-looking, 20-Year Analysis of the Town's Stormwater infrastructure. The Analysis, provides a long-range planning tool or "Road Map" for the effective operation of the utility. Moreover, the Report indicated that approximately 29% of the 10.62-mile stormwater network infrastructure has exceeded its recommended service life and should be rehabilitated immediately (1-5 years) and the remaining infrastructure within the next 20 years.
5. **First Utility Rate Analysis in Recent History.** The Town has not recently completed a comprehensive financial analysis of the Stormwater Utility to determine the appropriateness of stormwater assessments as related to revenue receipts, operating costs, and necessary capital expenditures.

A. Scope of Work for the Rate Analysis:

- Task 1: Data Request, Acquisition/Compilation, and Review
- Task 2: Customer, Sales, and Revenue Forecast
- Task 3: Development of Projected Revenue Requirements
- Task 4: Prepare Stormwater Rate Analysis Report

The consultant's proposal carries a Not-to-exceed cost of **\$53,720.00**.

The estimated timeline to complete the Stormwater Utility Rate Analysis is one-hundred and fifty days (150) days from Notice to Proceed and the results of the Analysis will be presented to the Town Commission at a future date.

B. Key Dates Associated with the Stormwater Assessment

- **January-April 2023:** Stormwater Rate Analysis
- **May 2023:** Town begins FY-24 budget development/Presentation to Town Commission on findings and recommendations from rate analysis
- **June 2023:** Presentation to Town Commission on proposed stormwater rate
- **July 20, 2023:** Town submits maximum proposed stormwater assessment rate to County
- **August 2023:** Master Fee Schedule Resolution presented for approval
- **August 18, 2023:** Proposed Tax Notices mailed to all tax payers

- **September 9, 2023:** Town submits approved assessment rates to the County

The Town Manager recommends approval of both proposals.

Recommended Motion:

I MOVE TO AUTHORIZE THE TOWN MANAGER TO ENCUMBER AND EXPEND ENTERPRISE FUNDING ASSOCIATED WITH THE SANITATION FUND AND THE STORMWATER FUND AND APPROVE TWO (2) PROPOSALS FROM RAFTELIS FINANCIAL CONSULTANTS, INC., (CONSULTANT) FOR THE PROVISION OF UTILITY RATE AND FINANCIAL CONSULTING SERVICES.

December 19, 2022

Mr. Roberto F. Travieso, MPA
Public Works Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Subject: **Authorization to Perform Solid Waste System Consulting Services**

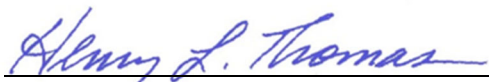
Dear Mr. Travieso:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this Work Authorization to the Town of Lake Park (the "Town") to provide Solid Waste System consulting services (the "Authorization"). This Authorization is being requested, in part, pursuant to the terms and conditions of the Martin County Master Agreement between the County and Raftelis for Continuing Services, RFP#2021-3343, Utility Rate and Financial Consulting Services contract dated September 13, 2021, (the "Piggyback Agreement"). The purpose of this Authorization is to describe the scope of services, as more fully summarized on Exhibit A of this Authorization, to be performed and the estimated contract price to perform such services.

We appreciate the opportunity to assist the Town relative to its solid waste system utility rates. If this Authorization is acceptable to the Town, please acknowledge below and provide a copy of the executed Authorization to Raftelis; this will serve as our notice to proceed. If you should have any questions regarding the attached Authorization, please do not hesitate to give me a call. We look forward to working with both the Town and you on this project.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Henry L. Thomas
Vice President

ACCEPTED BY:

Town of Lake Park

Name

Title

HLT/dlc
Attachments

Date

EXHIBIT A**TOWN OF LAKE PARK, FLORIDA
WORK AUTHORIZATION****RAFTELIS FINANCIAL CONSULTANTS, INC.
FOR
SOLID WASTE SYSTEM CONSULTING SERVICES**

This Work Authorization identifies the general terms and conditions for services to be provided by Raftelis Financial Consultants, Inc. ("Raftelis").

Project Title:	<u>Solid Waste System Consulting Services</u>
Project Description:	<u>The services to be provided include the development of a five-year financial forecast to evaluate the sufficiency of solid waste rate revenues to meet expenditure requirements</u>
Scope of Services:	<u>Reference Attachment A</u>
Project Cost / Budget:	<u>Hourly rates based on Attachment B; Initial Budget of not-to-exceed \$56,200 based on Attachment C.</u>
Project Manager:	<u>Mr. Henry L. Thomas</u>
Project Schedule:	<u>Based on data availability, completion of solid waste fee analysis within 150 days.</u>
Method of Invoice:	<u>Initial guaranteed maximum price (not-to-exceed without prior approval)</u>
Raftelis Project No.:	<u>1265-02</u>
Other Information:	<u>N/A</u>

ATTACHMENT A

TOWN OF LAKE PARK, FLORIDA

SOLID WASTE SYSTEM CONSULTING SERVICES

SCOPE OF SERVICES

The consulting services provided under this Scope of Services will include preparing a comprehensive solid waste rate study as summarized below by task:

Task 1 – Data Request, Acquisition / Compilation, and Review: A detailed data request will be prepared for the Town to compile specific information relative to the operation of the System, including, but not limited to, customer billing statistics, the adopted Fiscal Years 2022 and any preliminary 2023 operating budgets, the latest cost estimates for the multi-year capital improvement program, fund (cash) balances, utility rate ordinances / resolutions, ordinances and policies, debt repayment schedules and corresponding loan documents, and other similar information. Raftelis will coordinate a project kickoff virtual meeting with the Town staff to obtain direction and guidance on issues and objectives of the analysis and to collect and review information associated with the analysis.

Task 2 – Customer, Sales and Revenue Forecast: Raftelis will review the existing solid waste customer base and billing / assessment statistics. We will prepare a forecast of customer growth based on customer account information and expected changes within the service area. This task also includes a detailed profile of billing determinants to be included in the financial forecast. The first step of this task will be to work with Town staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the analysis. This summarized customer billing data will then be applied to the current customer billing rates to develop a projection of rate revenues for the forecast period.

Task 3 – Development of Projected Revenue Requirements: Raftelis will prepare a five-year solid waste financial forecast and revenue requirements analysis based on the Town's current Fiscal Year 2022 Budget and CIP for the system. This task will include analysis of operations and maintenance expenses, capital and capital lease expenditures, and other non-operating costs such as debt service and renewal and replacement funding requirements and general fund transfers. Municipal solid waste revenue requirements tend to focus on operations, equipment replacement and maintaining targeted cash reserve levels. These and other elements, such as general fund transfer levels, will be incorporated into the Town's interactive financial model previously developed by Raftelis. Raftelis will develop a customized solid waste model such that various funding scenarios can be developed for Town staff. Raftelis will recommend any overall solid waste rate adjustments in conjunction with the Town staff. Raftelis will attend two (2) virtual meetings with Town staff to review assumptions and results.

Task 4 – Cost of Service Analysis: This task involves developing a cost-of-service analysis to support the apportionment of the Solid Waste System revenue requirements identified in Task 3 among the Town's various solid waste collection customer classifications including residential single family, residential multi-family and commercial or non-residential. The cost-of-service analysis will be based on, among other things, the development of allocations factors such as estimated waste volume, frequency of pick-up, cost of equipment

utilized in providing service, estimated disposal costs by service class. This analysis will also analyze the option of revising the current residential multi-family rate per unit to be consistent with commercial service rates based on the similar nature of these service classifications.

Task 5 – Prepare Rate Study Report: This task involves the preparation of the study report, briefing documents, and utility rate comparisons. The task will include preparation of initial drafts prior to delivery of the final documents to allow time for the Town staff to review and comment on the draft documents. This task also assumes one (1) on-site meeting for a workshop meeting to review the results and recommendations of the study and receive direction from the Town Council and attendance at one (1) public hearing for rate adoption.

MEETINGS

1. Three (2) virtual meetings to review results of our analyses to Town Staff; and
2. Three (3) on-site meetings to present results of our analyses in a workshop for multi-family customers and two (2) public meetings for adoption with the Town Council.

Raftelis also anticipates one (1) virtual kick-off meeting and additional periodic conference calls during the project as needed.

ADDITIONAL SERVICES

During this analysis, the Town may request that Raftelis perform additional services that would extend beyond the budget set forth in this scope of services. The following is an example of additional services that Raftelis considers being in addition to what is described in the above of services:

1. Delays in the Project schedule at no fault of Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
2. Third party presentations related to litigation, expert witness services, and similar services.
3. Additional on-site public meetings beyond the two meetings included in this scope.

Raftelis will only commence on any of these, or other requested services based on written approval from the Town to include project scope, budget, and schedule.

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ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Vice President	\$240.00
Consultant	\$200.00
Associate	\$150.00
Administrative	\$70.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Cost Rates [1]
Mileage Allowance – Personal Car Use Only [2]	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals [2]	Not-to-exceed per Raftelis Employee: Per Town Reimbursement Policy
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[1] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than 5% per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after April 1 of each year thereafter until project completion or termination of the agreement.

[2] Standard cost rates will be based on the Town's reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

ATTACHMENT C

Town of Lake Park, Florida

Project Cost Estimate for Solid Waste Rate Study

Line No.	Activity	Vice President	Consultant	Associate	Clerical & Admin	Totals
	Project Billing Rates (\$/Hour)	\$ 240.00	\$ 200.00	\$ 150.00	\$ 70.00	
1	Data Request / Collection	3	12	2	2	19
2	Customer, Sales, and Revenue Forecast	4	18	8	-	30
3	Solid Waste Revenue Requirements	4	28	8	-	40
4	Cost-of-Service Analysis	8	16	24	-	48
5	Prepare Study Report	8	16	16	12	52
6	Kick-off Conference Call and Two (2) Project Status Meetings	12	12	-	-	24
7	One-on-One Briefings	5	5	-	-	10
8	Attendance of Three (3) Public Meetings	18	18	16	-	52
9	Prepare Preliminary Tax Roll	2	4	16	2	24
10	Total Project Hours	64	129	90	16	299
11	Total Direct Labor Cost	\$ 15,360	\$ 25,800	\$ 13,500	\$ 1,120	\$ 55,780
12	Average Hourly Billing Rate					
13	Travel Expenses (2 Trips - 720 Miles @ \$0.585 per Mile)					420
14	Total Cost				\$	56,200

[1] Reference Attachment A of the Authorization for specific task descriptions.

ATTACHMENT D:

Martin County Master Agreement

(the “Piggyback Agreement”)



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AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR CONTINUING SERVICES

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400
Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)
Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Fee Schedule

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;

- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work

actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17

MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify


In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.


- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.


REVIEWED BY


 Samuel T. Amerson, P.E.
 Utilities & Solid Waste Director

**BOARD OF COUNTY COMMISSIONERS
 MARTIN COUNTY, FLORIDA**


 Don G. Donaldson, P.E.
 Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,
 INC.**


 Robert J. Ori
 Executive Vice President

**APPROVED AS TO FORM & LEGAL
 SUFFICIENCY**



 Sarah W. Woods
 County Attorney

EXHIBIT A

SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Total Cost

Hourly Fee Schedule of Labor Billing

Rates: Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

Standard Cost Rates: Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.

December 19, 2022

Mr. Roberto F. Travieso, MPA
Public Works Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Subject: **Authorization to Perform Stormwater System Consulting Services**

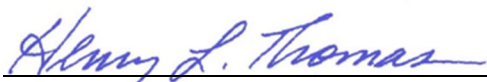
Dear Mr. Travieso:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this Work Authorization to the Town of Lake Park (the "Town") to provide Stormwater System consulting services (the "Authorization"). This Authorization is being requested, in part, pursuant to the terms and conditions of the Martin County Master Agreement between the County and Raftelis for Continuing Services, RFP#2021-3343, Utility Rate and Financial Consulting Services contract dated September 13, 2021, (the "Piggyback Agreement"). The purpose of this Authorization is to describe the scope of services, as more fully summarized on Exhibit A of this Authorization, to be performed and the estimated contract price to perform such services.

We appreciate the opportunity to assist the Town relative to its stormwater system utility rates. If this Authorization is acceptable to the Town, please acknowledge below and provide a copy of the executed Authorization to Raftelis; this will serve as our notice to proceed. If you should have any questions regarding the attached Authorization, please do not hesitate to give me a call. We look forward to working with both the Town and you on this project.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Henry L. Thomas
Vice President

ACCEPTED BY:

Town of Lake Park

Name

Title

HLT/dlc
Attachments

Date

EXHIBIT A**TOWN OF LAKE PARK, FLORIDA
WORK AUTHORIZATION****RAFTELIS FINANCIAL CONSULTANTS, INC.
FOR
STORMWATER SYSTEM CONSULTING SERVICES**

This Work Authorization identifies the general terms and conditions for services to be provided by Raftelis Financial Consultants, Inc. ("Raftelis").

Project Title:	<u>Stormwater System Consulting Services</u>
Project Description:	<u>The services to be provided include the development of a five-year financial forecast to evaluate the sufficiency of stormwater system rate revenues</u>
Scope of Services:	<u>Reference Attachment A</u>
Project Cost/Budget:	<u>Hourly rates based on Attachment B; Initial Budget of not-to-exceed \$53,720 based on Attachment C.</u>
Project Manager:	<u>Mr. Henry L. Thomas</u>
Project Schedule:	<u>Based on data availability, completion of stormwater analysis within 150 days.</u>
Method of Invoice:	<u>Initial guaranteed maximum price (not-to-exceed without prior approval)</u>
Raftelis Project No.:	<u>1265-03</u>
Other Information:	<u>N/A</u>

ATTACHMENT A

TOWN OF LAKE PARK, FLORIDA

STORMWATER SYSTEM CONSULTING SERVICES

SCOPE OF SERVICES

The consulting services provided under this Scope of Services will include preparing a stormwater system rate / revenue sufficiency study as summarized below by task:

Task 1 – Data Request, Acquisition / Compilation, and Review: A detailed data request will be prepared for the Town to compile specific information relative to the operation of the System, including, but not limited to, customer billing statistics, the adopted Fiscal Years 2023 operating budgets, the latest cost estimates for the multi-year capital improvement program, fund (cash) balances, utility rate ordinances / resolutions, ordinances and policies, debt repayment schedules and corresponding loan documents, and other similar information. Raftelis will coordinate a project kickoff virtual meeting with the Town staff to obtain direction and guidance on issues and objectives of the analysis and to collect and review information associated with the analysis.

Task 2 – Customer, Sales, and Revenue Forecast: Raftelis will review the existing stormwater system customer base and billing / assessment statistics. We will prepare a forecast of customer growth based on customer account information and expected changes within the service area. This task also includes a detailed profile of billing determinants to be included in the financial forecast. The first step of this task will be to work with Town staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the analysis. This summarized customer billing data will then be applied to the current customer billing rates to develop a projection of rate revenues for the forecast period.

Task 3 – Development of Projected Revenue Requirements: Raftelis will prepare a five-year stormwater financial forecast and revenue requirements analysis based on the Town's current Fiscal Year 2023 Budget and CIP for the system. This task will include analysis of operations and maintenance expenses, capital and capital lease expenditures, and other non-operating costs such as debt service and renewal and replacement funding requirements and general fund transfers. Municipal stormwater revenue requirements tend to focus on operations, equipment replacement and maintaining targeted cash reserve levels. These and other elements, such as general fund transfer levels, will be incorporated into the Town's interactive financial model previously developed by Raftelis. Raftelis will develop a customized stormwater system rate model such that various funding scenarios can be developed for Town staff. Based on the projected revenue requirements, Raftelis will recommend any overall stormwater rate adjustments in conjunction with the Town staff. Raftelis will attend two (2) virtual meetings with Town staff to review assumptions and results.

Task 4 – Prepare Rate Study Report: This task involves the preparation of the study report, briefing documents, and utility rate comparisons. The task will include preparation of initial drafts prior to delivery of the final documents to allow time for the Town staff to review and comment on the draft documents. This task also assumes one (1) on-site meeting for a workshop meeting to review the results and recommendations of the study and receive direction from the Town Council and attendance at one (1) public hearing for rate adoption.

MEETINGS

1. Three (2) virtual meetings to review results of our analyses to Town Staff; and
2. Three (3) on-site meetings to present results of our analyses in a workshop and two (2) public meetings for adoption with the Town Council.

Raftelis also anticipates one (1) virtual kick-off meeting and additional periodic conference calls during the project as needed.

ADDITIONAL SERVICES

During this analysis, the Town may request that Raftelis perform additional services that would extend beyond the budget set forth in this scope of services. The following is an example of additional services that Raftelis considers being in addition to what is described in the above of services:

1. Delays in the Project schedule at no fault of Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
2. Third party presentations related to litigation, expert witness services, and similar services.
3. Additional on-site public meetings beyond the two meetings included in this scope.

Raftelis will only commence on any of these, or other requested services based on written approval from the Town to include project scope, budget, and schedule.

(Remainder of page intentionally left blank)

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Vice President	\$240.00
Consultant	\$200.00
Associate	\$150.00
Administrative	\$70.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Cost Rates [1]
Mileage Allowance – Personal Car Use Only [2]	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals [2]	Not-to-exceed per Raftelis Employee: Per Town Reimbursement Policy
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[1] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than 5% per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after April 1 of each year thereafter until project completion or termination of the agreement.

[2] Standard cost rates will be based on the Town's reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

ATTACHMENT C

Town of Lake Park, Florida

Project Cost Estimate for Stormwater Rate Study

Line No.	Activity	Vice President	Consultant	Associate	Clerical & Admin	Totals
	Project Billing Rates (\$/Hour)	\$ 240.00	\$ 200.00	\$ 150.00	\$ 70.00	
1	Data Request / Collection	3	12	2	2	19
2	Customer, Sales, and Revenue Forecast	4	18	8	-	30
3	Stormwater Revenue Requirements	4	28	8	-	40
4	Prepare Study Report	8	16	16	12	52
5	Kick-off and Two (2) Project Status Meetings	18	18	-	-	36
6	One-on-One Briefings	5	5	-	-	10
7	Attendance of Three (3) Public Meetings	18	18	16	-	52
8	Prepare Preliminary Tax Roll	2	16	24	2	44
9	Total Project Hours	62	131	74	16	283
10	Total Direct Labor Cost	\$ 14,880	\$ 26,200	\$ 11,100	\$ 1,120	\$ 53,300
11	Average Hourly Billing Rate					
12	Travel Expenses (2 Trips - 720 Miles @ \$0.585 per Mile)					420
13	Total Cost				\$	53,720

[1] Reference Attachment A of the Authorization for specific task descriptions.

ATTACHMENT D:

Martin County Master Agreement
(the “Piggyback Agreement”)



This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback



AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR CONTINUING SERVICES

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400
Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)
Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Fee Schedule

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;

- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work

actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17

MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify


In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.


- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.


REVIEWED BY


 Samuel T. Amerson, P.E.
 Utilities & Solid Waste Director

**BOARD OF COUNTY COMMISSIONERS
 MARTIN COUNTY, FLORIDA**


 Don G. Donaldson, P.E.
 Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,
 INC.**


 Robert J. Ori
 Executive Vice President

**APPROVED AS TO FORM & LEGAL
 SUFFICIENCY**



 Sarah W. Woods
 County Attorney

EXHIBIT A

SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Total Cost

Hourly Fee Schedule of Labor Billing

Rates: Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

Standard Cost Rates: Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.

Request for Funding and Authorization Associated with the 2023 Sanitation and Stormwater Utilities Rate Analysis

Dwayne Bell
Department of Public Works



Presentation Outline



A. The Solid Waste (Sanitation) Utility

1. The Utility Enterprise Fund
2. Equipment Assets
3. Recent Rate Analysis
4. Proposed Utility Rate Analysis

B. The Stormwater Utility

1. The Utility Enterprise Fund
2. Equipment Assets
3. Stormwater Master Plan (SWMP)
4. 20-Year Needs Assessment
5. Proposed Utility Rate Analysis



The Solid Waste (Sanitation) Utility

Background



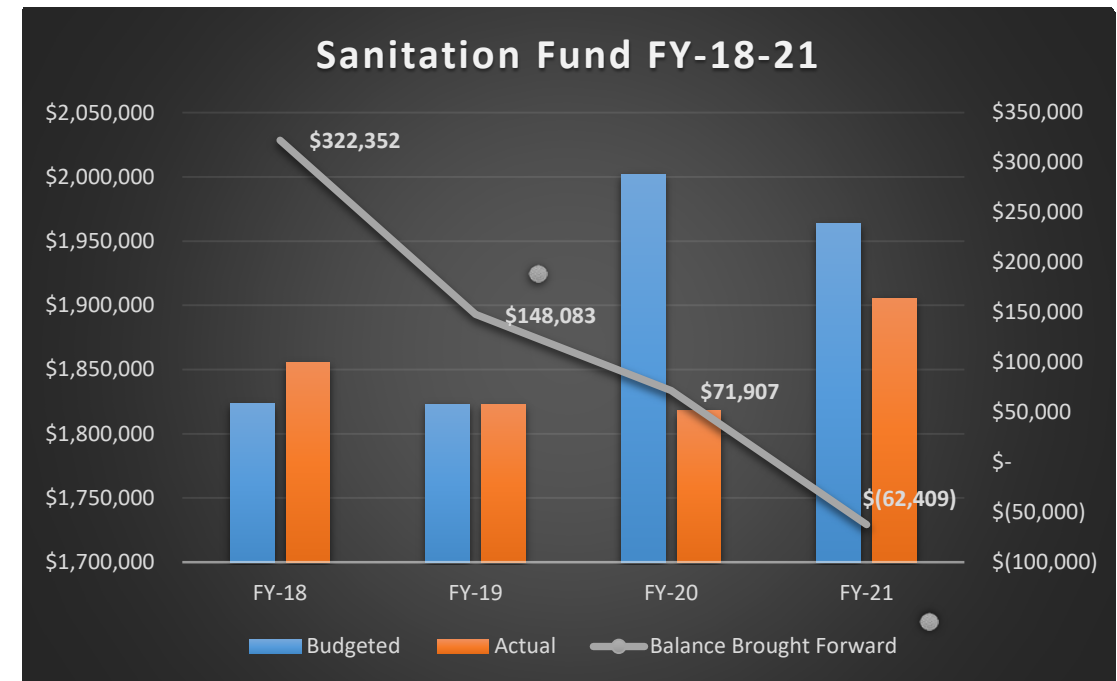
- The Town is required to provide solid waste collection and disposal services
- The Town, through the PWD, operates an in-house Solid Waste (Sanitation) Utility
- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community





The Sanitation Fund

- Operates as a self-supporting Enterprise governmental fund
- Has historically fluctuated, borrowed from Reserves
- Impacted utility operation, rate stability, and planning for current/future needs



Sanitation Equipment



- Currently operates ten (10) trucks with an average years in service of **7.8 Years**
 - Nine of 10 trucks are past their recommended service life
- Results in frequent out-of-service periods and extended lead times for parts & service



Recent Sanitation Utility Analysis



- No regular Rate updates until **2020**, despite increasing operational costs
- Completed Sanitation Rate Study in **2020**, recommended incremental rate adjustments
- Completed Commercial & Multi-Family Classes Rate Study in **2022**





Sanitation Utility Rate Analysis

- More Comprehensive Scope than 2020's Rate Analysis
- Time-sensitive due to Tax Cycle and Budget Planning Schedules
- Cost: Not-to-exceed **\$56,200.00**
- Scope of Work:
 - Data Review | Operating Costs | Revenue Needs Forecast
Cost of Service Rate Design | Report
- Findings/Recommendations will be presented in planned workshops and Town Commission meetings



The Stormwater Utility

Stormwater Utility



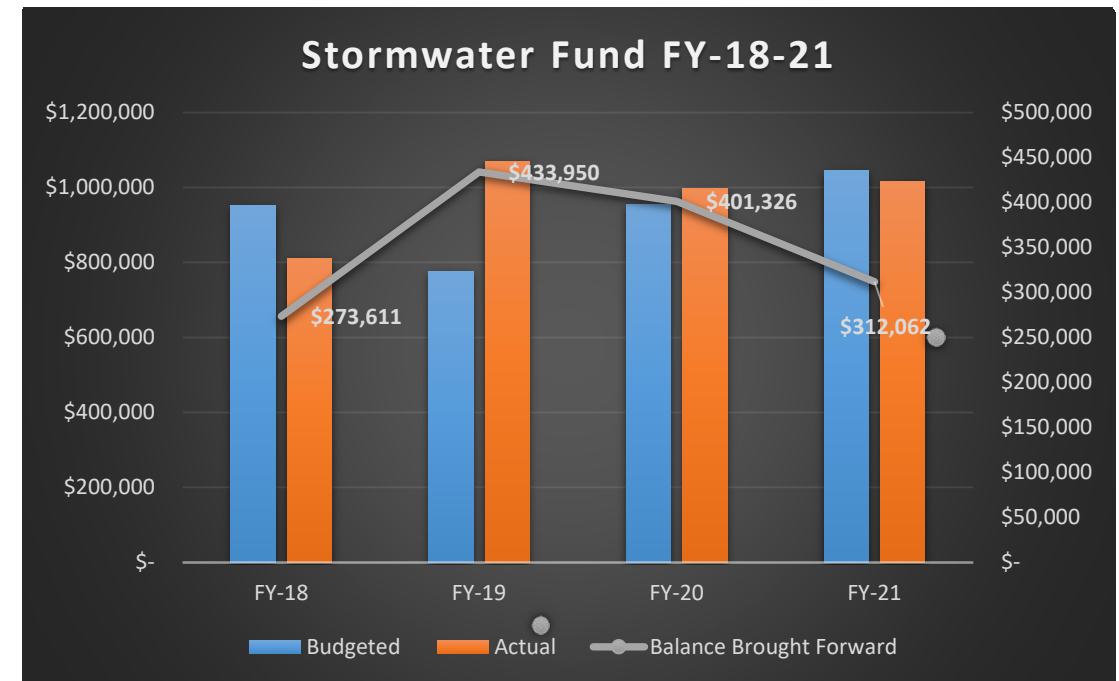
- Manages stormwater runoff
- Improves quality of stormwater discharges
- Protects public/private property from flood damage
- Includes drainage structures, piping, detention/retention areas
- Most of the 10.6-mile pipe infrastructure has exceeded their recommended service life





The Stormwater Fund

- Operates as a self-supporting Enterprise governmental fund
- Has historically fluctuated, borrowed from Reserves
- Impacted utility operation, rate stability, and planning for current/future needs





Stormwater Equipment

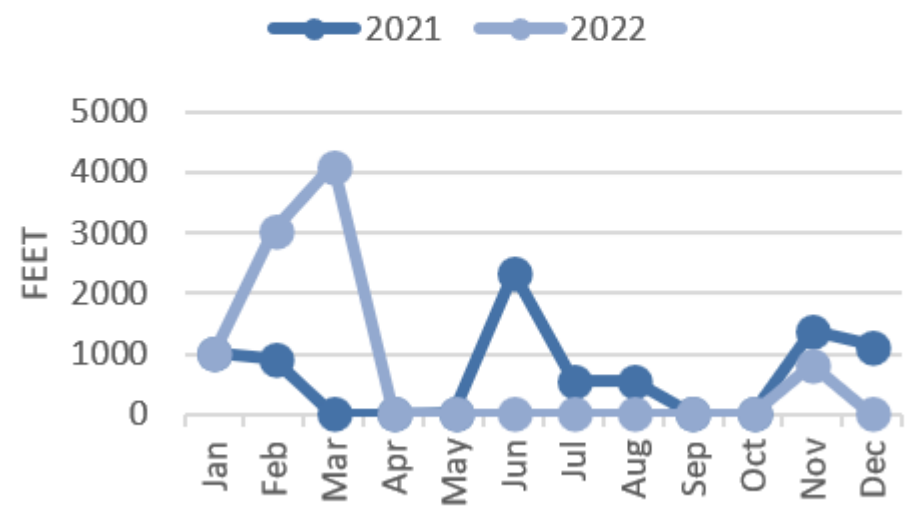
- Five (5) equipment assigned
- Lead Time: **18-24 Months**
- Frequent out-of-service periods and operational disruptions

Equipment	Years in Service
Vacuum Truck (2009)	13 Years
Backhoe (2008)	14 Years
Skid Steer Loader (2006)	16 Years
Farm Tractor (2006)	16 Years
Mower (2004)	18 Years
Average Years in Service: 15.4 Years	Recommended Service Life: 7 Years

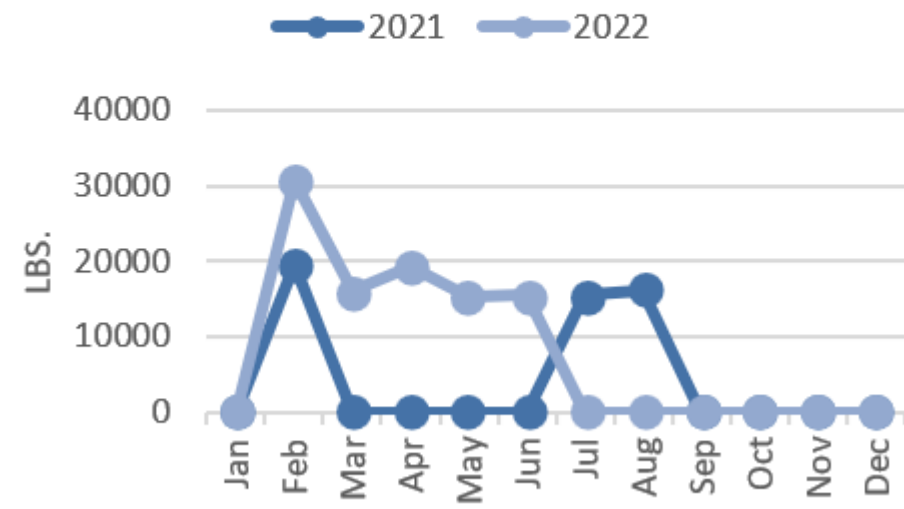
Stormwater Maintenance Operations



Drainage Infrastructure Cleaning



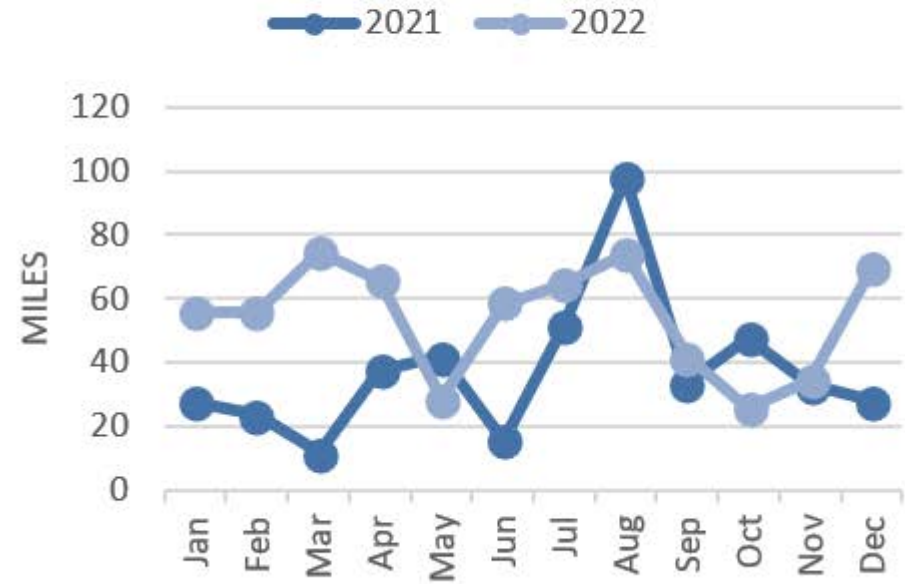
Debris Removed from Storm Drains



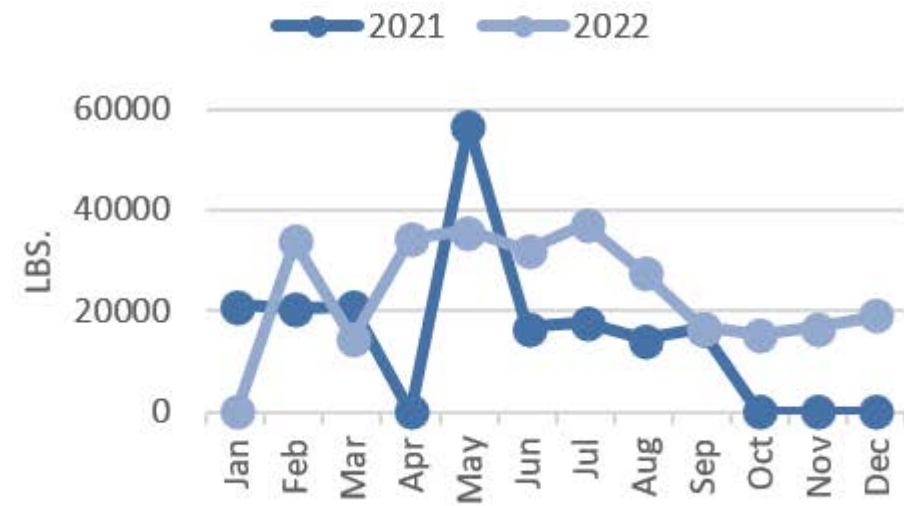
Stormwater Maintenance Operations



Street Sweeping



Debris Removed from Streets



Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Recommends the use of Stormwater fees exclusively to cover O&M costs (no Capital Improvements)



20-Year Needs Analysis



- Required by Section 403.9302, Florida Statute
- Completed/submitted in 2021, following presentation to the Town Commission
- Provides Long-Range stormwater management planning tool or “Road Map”
- Study showed that of the 10.62 miles of storm sewers (Approx. 29%) needs to be immediately (1-5 years) rehabilitated (Repaired/Replaced) and the rest within 20 years.
- Identifies key major capacity surcharge flooding problems, nuisance flooding along Southern Outfall (446 acre watershed)
- Identifies long term climate change (Sea Level Rise) challenges



Stormwater Utility Rate Analysis

- First Recent History
- Time-sensitive due to Tax Cycle and Budget Planning Schedules
- Cost: Not-to-exceed **\$53,720.00**
- Scope of Work:
 - Data Review | Operating Costs | Revenue Needs Forecast | Report
- Findings/Recommendations will be presented in planned workshops and Town Commission meetings



Discussion/Questions