



# Lake Park Town Commission, Florida

## Regular Commission Meeting

Wednesday, August 16, 2023

Immediately Following the Special Call

Community Redevelopment Agency Meeting,

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

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

***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.***

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### CALL TO ORDER/ROLL CALL

### PLEDGE OF ALLEGIANCE

**SPECIAL PRESENTATION/REPORT:** NONE

### PUBLIC COMMENT:

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

### 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.](#) August 2, 2023 Regular Commission Meeting Minutes
- [2.](#) Resolution 54-08-23 Authorizing and Directing the Mayor to Execute a Contract between the Town of Lake Park and LaPorta Contracting, LLC to provide the Labor and Materials Necessary to Replace the Roof of the Lake Shore Park Tennis Pro Shop.
- [3.](#) Resolution 55-08-23 Authorizing and Directing the Mayor to Execute an Agreement with Inliner Solutions, LLC to Provide the Town with Stormwater Pipe Cured-in Place Rehabilitation Services.
- [4.](#) Resolution 56-08-23 Authorizing and Directing the Mayor to Execute a Second Amendment to the Grant Agreement between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.
- [5.](#) Resolution 57-08-23 Authorizing and Directing the Mayor to Execute an Agreement Between the Town of Lake Park and LaPorta Contracting, LLC, for the Replacement of the Town Hall Roof.
- [6.](#) Resolution 58-08-23 Authorizing and Directing the Mayor to Sign the Grant Agreement with Palm Beach County for Funding through the Community Development Block Grant Program for Playground Enhancements and ADA-Compliant Safety Improvements at Ilex Park
- [7.](#) Resolution 59-08-23 20th Amendment to the Palm Beach Sheriff's Office Service Contract for Community Policing Services.
- [8.](#) Resolution 60-08-23 Authorizing and Directing the Mayor to Execute a Contract between the Town of Lake Park and Sunshine Land Design, Inc., to Provide Stormwater Improvements and Road Resurfacing Services on Second Street.
- [9.](#) Resolution 38-05-23 Providing for a Finding of Necessity and Determining the Existence of Two or More Conditions in a Certain Area of the Town of Lake Park that Meet the Criteria Described in Section 163.340 (8), Florida Statutes; Providing for the Acceptance, Approval and Adoption of the Town of Lake Park Community Redevelopment Agency's Finding of Necessity Study; Finding the Need for a Community Redevelopment Area Under the Provisions of Chapter 163, Part 111, of the Florida Statutes.

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

**NONE**

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

**NONE**



**NEW BUSINESS:**

[10.](#) Discussion Regarding the Evergreen Solutions LLC 2023 Compensation Study for Town Employees.

[11.](#) Discussion of the Fiscal Year 2023/2024 Draft Budget.

**PUBLIC COMMENT:**

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**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Commission Meeting will be held on Tuesday September 5, 2023 – First Public Budget Hearing.



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:**      **August 16, 2023**

**Agenda Item No.**

**Agenda Title: August 2, 2023 Regular Commission Meeting Minutes.**

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

Approved by Town Manager John D'Agostino    Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake  
Park, ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov,  
c=US  
Date: 2023.08.08 16:58:33 -04'00'    **Date:** \_\_\_\_\_

*Laura Weidgans, Deputy Town Clerk*

Name/Title

<b>Originating Department:</b>  <div style="text-align: center;"><b>Town Clerk</b></div>	<b>Costs: \$ 0.00</b>  <b>Funding Source:</b>  <b>Acct. #</b>  <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Minutes</b> <b>Exhibits A-D</b> <b>Public Comment Cards</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	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 _____ <div style="text-align: center;">OR</div> Not applicable in this case LW.  <b>Please initial one.</b>

**Recommended Motion:** I move to approve the August 2, 2023 Regular Commission Meeting Minutes.



# Lake Park Town Commission, Florida

## Regular Commission Meeting Minutes

Wednesday, August 02, 2023 at 6:30 PM

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

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

***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.***

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### CALL TO ORDER/ROLL CALL

6:31 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

### PLEDGE OF ALLEGIANCE

Led by Mayor Michaud

### SPECIAL PRESENTATION/REPORT:

None

**PUBLIC COMMENT:**

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**CONSENT AGENDA:**

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

Motion made to approve the Consent Agenda by Vice-Mayor Glas-Castro, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Commissioner Taylor, Commissioner Thomas

1. July 19, 2023 P3 Comprehensive Agreement Workshop Minutes
2. July 19, 2023 Regular Commission Meeting Minutes
3. Request for Authorization for the Town Manager to Encumber and Expend Budgeted Streets and Roads Funding and Accept a Proposal from The Paving Lady to Complete the 2023 Pavements Maintenance Work Plan.
4. Resolution 49-08-23 Authorizing and Directing the Execution of a Modification to the Agreement between the Town of Lake Park and Palm Beach County to Remove Certain Conditions Associated with the Reimbursement "Request by Date" for the West Ilex Park Playground Equipment Replacement Project.
5. Resolution 50-08-2023 1100 2nd Court - Approving Payment of Abatement Expenditures

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**

None

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

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

Town Manager D'Agostino explained the item. Commissioner Linden expressed concern with the Ordinance. Town Manager D'Agostino explained where the Town was in the process of grant funding to replace the seawalls. Commissioner Linden stated that he does not see a need for a moratorium and recommends reducing the time period down to 6 months. Town Manager D'Agostino explained that there was no public monies spent on the analysis and that there would not need to be an expenditure on the Town's part as a result of the moratorium but it would provide further guidance and standards in regards to the seawalls. Commissioner Thomas asked what the Town's position is on the condos conducting their own engineering surveys of the seawall. Town Manager D'Agostino explained that the guidelines would give the owners the ability to follow the ordinance for repair or replacement. Commissioner Thomas asked for clarification. Town Manager D'Agostino provided additional clarification to the seawall standards. Commissioner Thomas asked if an owner decided not to proceed as per the Town's recommendations, what would be the Town's perspective on that. Town Manager D'Agostino stated that more than likely, there would be no permits issued that were not in compliance with the guidelines set forth by the engineer. Vice-Mayor Glas-Castro spoke about how the Town could become liable if the Town allowed owners to apply their own standards to seawall

repairs. Mayor Michaud agreed with this statement. Town Manager D'Agostino stated the need to preserve these properties.

Motion made to approve Ordinance 06-2023 on Second Reading by Commissioner Thomas, Seconded by Vice-Mayor Glas-Castro.

Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Taylor  
Town Attorney Baird read the Ordinance by title.

## **NEW BUSINESS:**

7. Resolution 48-07-23 Authorizing the Mayor to Execute a Comprehensive Agreement between the Town of Lake Park and Forest Development Acquisitions, LLC for a Qualifying Project pursuant to Fla. Stat. § 255.065, known as the Lake Park Harbor Marina.

Town Manager D'Agostino explained the item. Town Attorney Baird recapped the P3 Comprehensive Agreement. Commissioner Linden asked at what point does Forest Development take over the Marina. Mr. Don Delaney explained that the service agreement would be negotiated by April 2024, the details of which would depend on various factors. Vice-Mayor Glas-Castro commented on the decision of this project and to let the public know that the Commission has done and will continue to do its due diligence on this matter. Mayor Michaud commented on the positive ways this project will be reflected in the Town and looks forward to future discussions.

Motion made to approve Resolution 48-07-23 by Commissioner Linden,  
Seconded by Commissioner Thomas.

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

8. Resolution 51-08-23 Adopting the Updated Master Fee Schedule

Town Manager D'Agostino explained the item. Public Works Director Roberto Travieso presented to the Commission the updated Sanitation and Stormwater rates (Exhibit A). Commissioner Linden expressed concern with the increased rate and asked about the reserve that the Town would have as a result. Mr. Murray Hamilton, Vice-President from Raftelis explained the financial situation with regards to the rates. He spoke about the desire to increase the reserves but that they do not anticipate having a large reserves due to known expenditures that are needed. Public Works Director Travieso reiterated these point and also spoke about all of the potential expenditures that are unknown at this time. Commissioner Linden stated that he

believes the rate is too high and would like to see a more gradual incline in the rate increase. Town Manager D'Agostino spoke about the rates that are needed in order to complete the work that needs to be done today and if we do not get the money, we would need to put off the work that needs to be done. Commissioner Linden stated that in 5 years, we are doubling the rate. He stated that he knows the work needs to be done, but believes the numbers are too aggressive. Town Manager D'Agostino stated that if we do not make the infrastructure improvements, we could be in very serious trouble and would have to spend the money anyway on an emergency basis. Public Works Director Travieso stated that we are spacing out the requirements as much as possible, but there are expenses that will be incurred, plus there are adjustments for inflation, additional employees and fleet demands. He asks if the Commission wishes to reduce the rate that they also need to reduce the level of service to the community. Commissioner Thomas stated that the 89% increase is for equipment and staffing. She stated that our Public Works employees are overworked, each employee doing the work of 3 people. She feels that the rate is steep, but she also appreciates a certain level of service as a resident. She stated that the current level of service we are providing is not at an acceptable level with vehicles being down and being short staffed. Commissioner Thomas would like to stress to the community that the town has been deferring the service upgrades that are needed for many years and although the rate increases are painful, they are necessary. Commissioner Taylor agrees that this needs to be done. She requested for a formed response that she can provide to residents who approach her over the rate increases. Town Manager D'Agostino provided a summary of the services and rate changes that would go into effect. Vice-Mayor Glas-Castro asked if there had been any American Rescue Plan Act (ARPA) dollars that have gone to stormwater. Town Manager D'Agostino stated that 2 million dollars of that money has gone to stormwater. She continued to say that this increase cannot be put off. Mayor Michaud agreed with this statement.

Public Comment:

Tony Bontrager, 1505 Crescent Circle A14 made comments regarding outsourcing sanitation services.

Janet Kranich, 729 Cypress Drive made comments regarding the rate increase for sanitation services.

Commissioner Linden stated additional concerns with Stormwater rates and that they were never agreed upon. Public Works Director Travieso stated that this resolution is only for the proposed rates and that discussion was open at this time to approve it or come up with



alternatives. Town Manager D'Agostino reiterated that a reduction in the sanitation rate would reduce curbside services. He also stated that the amounts that are proposed for condo units could be controlled by how much recycling they are producing. Commissioner Thomas asked if the rates from 2025-2027 had changed. Public Works Director Travieso advised that there was an inflationary adjustment of 3%. Commissioner Thomas agreed with Commissioner Linden that the Master Fee Schedule is misleading and asked if another document can be put together for residents that would be more concise and accurately reflect what residents will be paying. Public Works Director Travieso stated that residents will be receiving a tax bill that will indicate what they will be paying. Town Manager D'Agostino stated that we can update the Master Fee Schedule to indicate that the rate is "per equivalent stormwater unit" and to include the annual rates alongside the per unit rates. Commissioner Thomas asked Vice-Mayor Glas-Castro about the mobile vendor fees because mobile food vendors should not have any fees. They asked staff for clarification on the classification. Town Manager D'Agostino confirmed that these fees would not apply to mobile food vendors. Commissioner Linden asked about the Marina fees and how the calculation for the increase was made. Marina Director Jason Tenney provided a market analysis (Exhibit B) as evidence that an increase is warranted based on surrounding area marina fees. He advised that the rates would still be below market value.

Motion made to approve Resolution 51-08-23 by Commissioner Taylor,

Seconded by Commissioner Thomas.

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

Voting Nay: Commissioner Linden

#### **PUBLIC COMMENT:**

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None

#### **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

Town Attorney Baird had no comments.

Town Manager D'Agostino provided his comments as (Exhibit C).

Commissioner Linden spoke about the Nautilus 220 tour. Had a great time at the chili cook-off and back to school event.

Commissioner Taylor provided comments (Exhibit D).

Commissioner Thomas mentioned the bike ride this Friday and that last Saturday was successful, giving away over 800 books. She stated that tomorrow there is a tree give away at Mounts Botanical Gardens and the Town offers tree planting guidelines. Town Manager D'Agostino offered to provide a list of acceptable trees.

Vice-Mayor Glas-Castro mentioned the community bike ride this Friday from Coastal Karma. She was impressed with everyone's chili and the chili cook-off last weekend. There was an awesome turnout for the back to school event, but she recommends the next chili cook-off be at a cooler time of the year.

Mayor Michaud spoke about the flooding in Broward and cautions condo owners to the seriousness of potential future flooding.

#### **REQUEST FOR FUTURE AGENDA ITEMS:**

Commissioner Thomas asked for a future agenda item for a dedication of a Tree for a deceased resident.

Commissioner Taylor asked for a future agenda item to discuss a big multi-cultural fair for next summer.

Commissioner Linden requests a presentation on code enforcement procedure and also a presentation on the permit process and how we can make the process more efficient.

#### **ADJOURNMENT:**

Motion to adjourn made by Vice-Mayor Glas-Castro

Seconded by Commissioner Thomas

Voting aye: all

8:55 P.M.

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

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Mayor Roger D. Michaud

Town Seal

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Vivian Mendez, Town Clerk

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Laura Weidgans, Deputy Town Clerk

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2023

# Exhibit A

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

## Exhibit “A” Master Fee Schedule



### Community Development

<b>Building Permit Fees</b>		
The Permit Fee Schedule shall be based on total valuation as follows:		
<b>No.</b>	<b>TYPE OF FEE</b>	<b>FEE</b>
	Base Fee for Zoning Reviews Only (for example commercial paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00	\$100.00 plus 2.0%
	\$1,000,000 and up	\$100.00 plus 1.00%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$40.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$40 inspection fee PER inspection will be assessed		
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
<b>Additional Permit-Related Fees</b>		
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00
<b>ADDITIONAL PLAN REVIEW &amp; RELATED SERVICES FEE for non-permit related</b>  Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.  Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract  <u>Retaining Private Providers for plan reviews and building code services:</u> A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).		

**PERMIT PENALTIES**

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

	<b>MOVING PERMIT FEES:</b> For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:	\$500.00
	<b>CONTRACTOR REGISTRATION FEES:</b> With Palm Beach County registration with a "W" designation	\$2.00
	All Other Contractors	\$10.00
	<b>SIGN PERMIT FEES:</b> Minimum Permit Fee up to \$ 3,000.00 in value	\$100.00
	\$3,000.00 and up in value	\$200.00
	Window Signage (per store window frontage)	\$50.00
<b>DEVELOPMENT REVIEW FEE SCHEDULE</b>		
1	Abandonment of rights of way	\$1,800.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$1,000.00
4	Comprehensive Plan text amendment	\$2,500.00
5	Comprehensive future land use map change, small and large	\$3,000.00
6	Development of Regional Impact	\$5,000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1,500.00
8	Development Pre-Application Meeting	\$200.00
9	Developer Agreements	\$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	\$2,000.00
	b. Modification of an approved Master Plan	\$1,000.00
	c. Per waiver request	\$250.00
11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	\$2,000.00
	b. Greater than 14,999 square feet (structure size)	\$4,000.00

	c. Per waiver request (if applicable)	\$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,500.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,000.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$125.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	\$50.00
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	\$50.00
23	Special Event Permit (commercial/for-profit entity)	\$100.00
24	Minor Replat/Plat	\$500.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	\$200.00
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	\$100.00
30	Time Extension Application – Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Business Registration Application	\$50.00
32	Annual Out of Town/Mobile Vendor Fee	\$250.00
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00

*Recovery of additional costs.* In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- 1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

<b>Code Section</b>	<b>FINE FEES Violation Description An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.</b>	<b>Fine</b>
10-31 and 10-32	Nuisance	\$100.00
10-153 and 10-154	Noise disturbance 1 <sup>st</sup> Offense	\$250.00
	2 <sup>nd</sup> Offense (minimum of 30 minutes following the 1 <sup>st</sup> offense and within the same 24-hour period)	\$350.00
	3 <sup>rd</sup> Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 <sup>rd</sup> offense and within the same 24-hour period after the 1 <sup>st</sup> Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-61 11-14	Domestic animals prohibited in park Dogs running at large prohibited - leash required	\$50.00
18-85	Violation of permit terms for use of park	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00
24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00
24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00



30-2	Prohibited parking	\$100.00
31-9	Blocking Parking Aisles in the Marina	\$100.00
30 -33	Commercial loading and unloading	\$250.00
30 -35	Parking commercial vehicle in residential area	\$125.00
32 -57	Illegal watering 1 <sup>st</sup> offense	\$50.00
32 -57	Illegal watering 2 <sup>nd</sup> offense	\$250.00
32-57	Illegal watering 3 <sup>rd</sup> or more offense	\$500.00
34-6	Hatracking; tree topping	\$250.00
70-32	Sign code violation (Town-wide)	\$125.00
2-320	No out of Town Business Registration	\$50.00
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 per violation

**Finance**

<b>Dishonored Checks</b>	\$25.00 Face Value up to \$50.00
	\$30.00 Face Value \$50.01 - \$300.00
	\$40.00 Face Value \$300.01 - \$800.00
	Or
	5% of Face Value if over \$800.00
Service Fee structure in accordance with Florida State Statutes 166.251 and 832.05	

**Harbor Marina**

<b>Slip Leases</b>		<b>Fee</b>
DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length)		
Annual (12 month minimum – Rate/Month)	Per Foot	\$20.00/ft.
E Dock Special (Less than 30')	Per Month	\$400.00
35' Floating Dock	Per Foot	\$22.00/ft.
Charter Annual		\$23.00/ft.
Commercial (requires a minimum lease of 8 slips)		\$18.50/ft.
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31		\$22.00/ft.
Winter Monthly – November 1 to April 30		\$27.00/ft.
Transient (Rate/Day)		
Summer – May 1 to October 31		\$2.75/ft.
Winter – November 1 to April 30		\$3.25/ft.
Utilities – Lease (water/garbage/electric) mandatory fee		
110/30amp (Extra Cord Add \$40)		\$95.00/mo.
220/50amp (Extra Cord Add \$80)		\$137.00/mo.

Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	\$8.00/day
220/50amp (per day per cord)	\$11.00/day
Boat Ramp Fees	
Daily Boat Launch	\$10.00
Overnight Parking (Per Night)	\$33.00
Annual Pass	\$210.00
Semi-Annual Pass	\$105.00
Commercial Pass	\$410.00
Monthly Boat/Trailer Storage (Rate/Month)	
Boat/Trailer to 30'LOA	\$160.00/mo.
Boat/Trailer Greater than 30'LOA	\$185.00/mo.
Jet Ski single	\$105.00/mo.
Jet Ski double	\$160.00/mo.
Miscellaneous Fees	
Overnight Vehicle Parking (non-leaseholder)	\$11.00/night
Monthly billing service (manual)	\$30.00/mo.
Lost Key Replacement	\$25.00
Pump out	\$5.00
Water Tank Fill	\$10.00
Water Tank Fill (50 gal plus)	\$15.00
Port Charge	\$15.00
Port Charge (50' LOA plus)	\$25.00
Finance Department charge for any returned check applies.	

**Library**

Item	Fee
Library Cards initial library card at registration	No charge
Replacement card	\$3.00
Replacement of Barcode	\$1.00
Replacement of RFID Tag	\$1.00
Repairs & Replacement	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of labeling and other materials related to cataloging and bar code process

Replacement of volumes for multiple volume sets	Minimum \$20.00 per volume
Rebind or recover	\$10.00
Digital & Audio Media	
Replacement	At cost, \$20.00 minimum
Laptop Replacement:	At cost per laptop, same brand and model. Additional \$50 per laptop for cost of labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk
Repair to damage item	\$10.00
Refunds – No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	
Copies	.15 per black & white page .50 per color page
Print from device	.15 per black & white .50 per color page
Fax	.50 per page within the United States
Fax International	\$2.00 per page
Scan paper to USB or Email	.05 per page
Hotspot	
Case Replacement Fee	\$20.00
Charger Cord Replacement Fee	\$5.00
Hotspot Device Replacement Fee	\$100.00
Laminated Instructions Replacement Fee	\$2.00
USB Wall Charger Replacement Fee	\$5.00

**Public Works**

Equivalent Stormwater Unit (ESU)	
<del>2021-2022</del>	<del>\$12.50</del>
<del>2023-2024</del> <del>2022-2023</del>	<del>\$25.52</del> <del>\$13.50</del>
<del>2023-2024</del>	<del>\$25.52</del>

2023

Sanitation Fees	
Annual Assessment per unit – single-family	<del>\$258.37</del> <u>\$382.39</u>
Mobile home	<del>\$258.37</del> <u>\$382.39</u>
Multi-family <u>less than &lt;5 units/bldg.</u>	<del>\$258.37</del> <u>\$382.39</u>
Multi-family <u>more than 4 &gt; units/4 bldg.</u>	<u>\$0.00</u> <del>\$174.97</del> <u>\$382.39</u>
Special Pickups	
Large vegetation piles <del>(greater than <u>ten</u> twenty (2010), but less than twenty (20) cubic yards, <del>one truck load</del>)</del>	<del>\$4070.00 per truck load plus cost of disposal</del>
<u>Large vegetation piles greater than twenty (20) cubic yards, per truck load</u>	<u>\$70.00, plus cost of disposal</u>
Non-containerized household trash <del>(greater than <u>ten</u> twenty (2010), but less than twenty (20) cubic yards, <del>one truck load</del>)</del>	<del>\$70.00 \$40.00 per truck load plus the cost of disposal</del>
<u>Non-containerized household trash greater than twenty (20) cubic yards, per truck load</u>	<u>\$70.00, plus cost of disposal</u>
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the “Base Level of Service”.	\$30.00
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	\$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	\$110.00
Second offense	\$220.00
Third and subsequent offense	\$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	\$85.00
Commercial Property Assessment	
Commercial class – Low generator class	\$0.018
Medium generator class	\$0.066
High generator class	\$0.235
Non-generator class	\$0.018
The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.	
Agricultural Class	
0 – 10 acres	\$59.13

11 – 99 acres	\$5.92/acre
100 + acres	\$591.25
Commercial dumpster collection & disposal rate chart	
.5CY	1X N/A 2X <del>49.04</del> 72.54 3X N/A 4X N/A 5X N/A
2CY	<del>98.02</del> 196.04 <del>294.06</del> 392.08
	<del>490.10</del> 145.08 - 290.16 435.24 580.32 - 725.40
3CY	<del>147.03</del> 294.06 <del>441.09</del> 588.12
	<del>735.15</del> 217.62 - 435.24 652.86 870.48 - 1088.10
4CY	<del>196.04</del> 392.08 <del>588.12</del> 784.16
	<del>980.20</del> 290.16 - 580.32 870.48 1160.64 - 1450.80
6CY	<del>294.06</del> 588.12 <del>882.18</del> 1176.24
	<del>1470.30</del> 435.24 870.48 - 1305.72 1740.96 - 2176.20
8CY	<del>392.08</del> 784.16 <del>1176.24</del> 1568.32
	<del>1960.40</del> 580.32 1160.64 - 1740.96 2321.28 - 2901.60
The above schedule reflects the Town's current collection rate	<del>\$8.50</del> 13.93 per cubic yard of container
Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	\$2.814 per cubic yard
Total collection and disposal rate equals	<del>\$11.31</del> 16.74 per cubic yard
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:	
134 lbs. per cubic yard X \$42.00 per ton / 2000 lbs. per ton equals	\$2.814 per cubic yard disposal fee
Special pickups – customer must call for special pickup	
Commercial dumpster special pickup rate chart	
<del>2CY → \$</del> 55.86	
<del>3CY → \$</del> 69.79	
<del>4CY → \$</del> 83.72	
<del>6CY → \$</del> 111.58	
<del>8CY → \$</del> 139.44	
Assigned Dumpster	<del>\$11.31</del> 13.93 per cubic yard container capacity
(\$8.50 13.93 collection rate + \$2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.	
In addition to the \$11.31 per cubic yard rate, there will be an additional	<del>\$28.00</del>
In addition to the \$16.74 per cubic yard rate, there will be an additional	\$30.00

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Commercial Dumpster Locking Device Installation	<del>\$100.00</del> <u>\$0.00</u>
Other Fees	
<a href="#">Application for Traffic Calming Measures Swale Planting Permit Application</a>	<del>\$50.00</del> <u>\$100.00</u>
<a href="#">Right-of-way Permit Application</a> <a href="#">Application for Traffic Calming Measures Swale Planting Permit Application</a>	<del>\$50.00</del> <u>\$100.00</u>
<a href="#">Swale Planting Permit Application</a>	<u>\$100.00</u>

**Special Events Department**

<b>Town Events</b>	
Food Vendors	\$50.00
Business Vendors	\$25.00
Arts & Craft Vendors	\$20.00
Non-Profits	\$0.00
<b>Facility Rentals</b>	
<b>Mirror Ballroom</b>	
Refundable Security Deposit	\$500.00
Resident Rate	\$100.00 per hour
Non-Resident Rate	\$130.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
<b>Lake Shore Park Indoor Pavilion</b>	
Refundable Security Deposit	\$250.00
Resident Rate	\$90.00 per hour
Non-Resident Rate	\$120.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
<b>Lake Shore Park South Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
<b>Lake Shore Park Playground Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00

Non-Resident Rate	\$125.00
<b>Lake Shore Park North Pavilion or West Ilex Park Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$40.00
Non-Resident Rate	\$65.00
<b>Blakely Commons Gazebo</b>	
Refundable Security Deposit	\$200.00
Resident Rate	\$50.00 per hour
Non-Resident Rate	\$75.00 per hour
<b>Lake Park Harbor Marina, Kelsey Park or Lake Shore Park</b>	
Refundable Security Deposit	\$1,500.00
Resident Rate	\$500.00
Non-Resident Rate	\$600.00
<b>Summer Camp</b>	
Resident Rate	\$200.00 per session
Non-Resident Rate	\$250.00 per session
Extended Care	\$80.00 per session
<b>Bert Bostrom Park</b>	
Refundable Security Deposit	\$500.00
Field Rental Fee	\$10.00 per hour
Light Fee	\$20.00 per hour
Game Day Fee	\$200.00
Staff Fee	\$30.00 per hour
<b>Recreation Programs</b>	
Kids (ages 4-17)	\$50.00 per session
Adults (ages 18 and up)	\$50.00 per session
Instructor Fee	\$20.00 per hour

**Town Clerk**

Lien searches – includes code violations, open building permits, & Sanitation services	\$100.00 standard \$150.00 rush (within 24-hr.)
Public Records Request	\$0.15 per copy
	\$0.20 double sided copy



## Exhibit A

# Town of Lake Park Solid Waste Utility

## 2023 Solid Waste Rate Study

### Supplement 1 – Multi-Family Dumpster Services

August 2, 2023



1

## Background



- On January 18, 2023, the Town Commission adopted an ordinance that moved multi-family dumpster accounts to the standard dumpster rates
  - › Effective rates for the current year are stated on the Town's website and have been available to multi-family property managers for planning purposes
  - › Implementation of the ordinance changes was delayed until Fiscal Year 2024 pending a review of the current fee schedule

2

## Background (cont.)



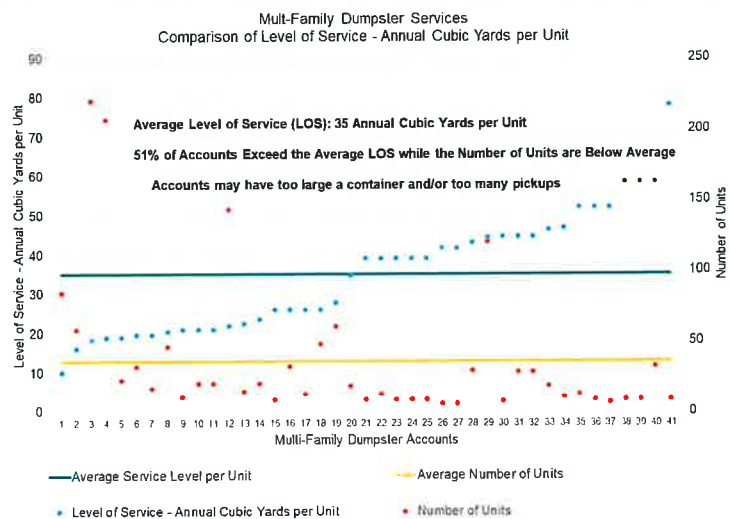
- Town staff conducted public outreach to notify affected accounts and to help review levels of service
- Levels of service are based on the size of the garbage containers and frequency of pickup
  - › Town staff has observed that more than 50% of the multi-family accounts have more service capacity allocated per unit than other similar accounts
  - › Much of this capacity may be unused

3

## Comparison of Service Levels

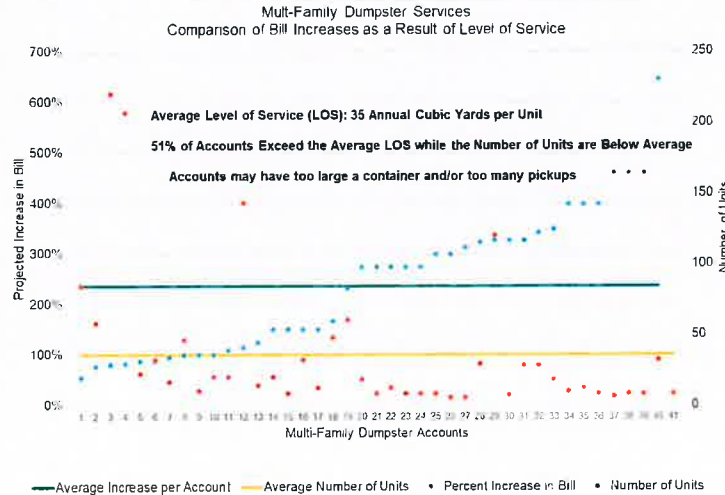


Account Attributes	Cubic Yards per Unit
Minimum	10
Maximum	78
Average	35
Median / Mode	39



4

## Comparison of Bill Impacts Resulting from Varying Service Levels



5

## Summary of Sample Bills



Units	Existing Service Cubic Yard per Week	LOS – Cubic Yards per Unit	Existing Annual Charges	Preliminary Annual Charges / Subject to Service Level Adjustments
8	(1) 4CY, 2x	26	\$1,399.76	\$3,481.92
8	(1) 3CY, 3x	58.5	\$1,399.76	\$7,834.32
12	(1) 3CY, 2x	26	\$2,099.64	\$5,222.88
12	(1) 4CY, 3x	52	\$2,099.64	\$10,445.76
32	(2) 4CY, 2x	26	\$5,599.04	\$13,927.68
32	(2) 6CY, 3x	58.5	\$5,599.04	\$31,337.28

Town staff remains available to meet with multi-family property managers to discuss service level needs.

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## Next Steps

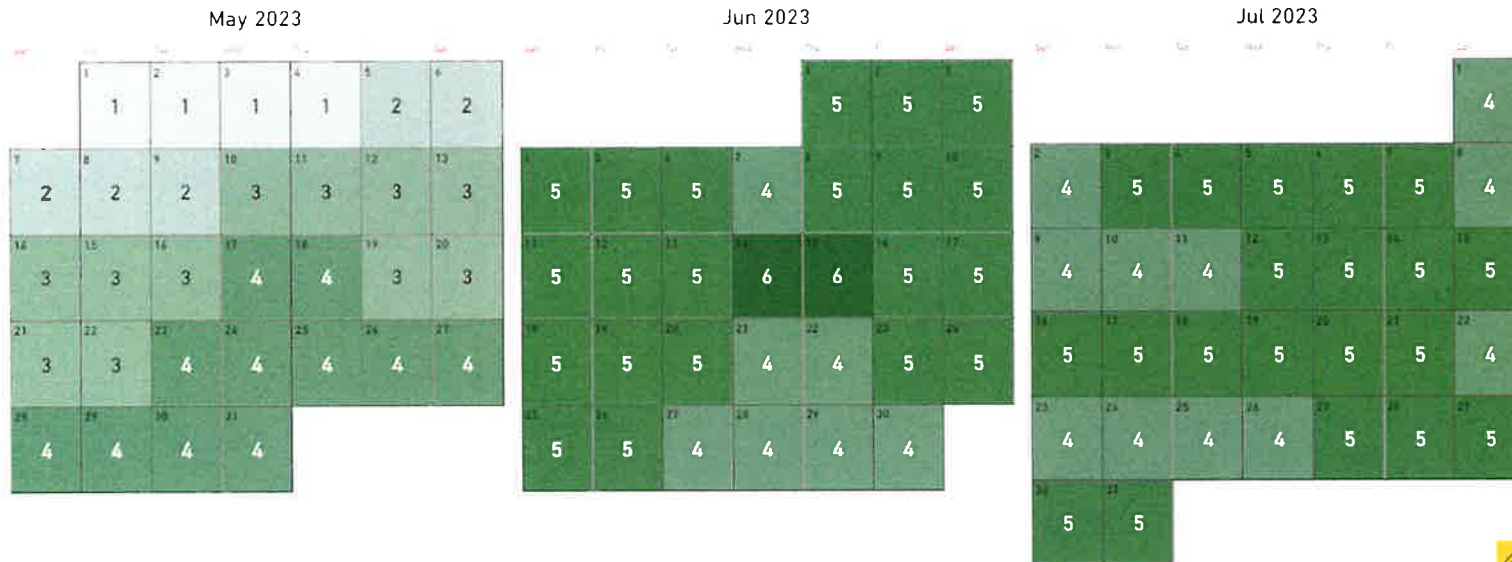
- Raftelis recommends that the Town Commission adopt the proposed rates and implement the charges pursuant to the rate ordinance
- Managers of multi-family properties are encouraged to contact Town staff to evaluate service level alternatives
  - › Changes in container size and/or frequency of pickup may be explored to reduce customer costs
  - › Like commercial dumpster accounts, multi-family property managers may alter service level requirements during the year when occupancy may be lower

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# Solid Waste Utility – Background (cont.)



## • Typical Solid Waste Truck Downtime (May-Jul 2023)



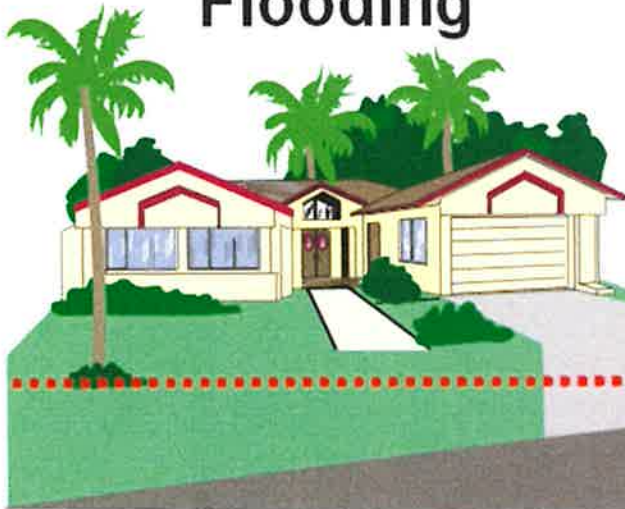
- There are ten (10) trucks assigned to the Sanitation Division

### Chart Legend:

- Each box represents a day of the month
- The number at the center indicates the number of sanitation trucks out of service on that day
- The darker the shade of green, the higher the number of trucks unavailable on that day
- This distribution is representative of our typical sanitation truck downtime for each quarter
- Any one (1) truck with downtime, removes our backup capability for either Residential or Commercial service
- Almost every day, it's crisis mode for these operators

# Acceptable Flooding for a 100 Year Storm

No  
Structure  
Flooding



12"

Neighborhood  
Roads &  
Parking Areas



9"

Collector  
Roads



6"

Arterials  
Roads



0"

Evacuation  
Routes

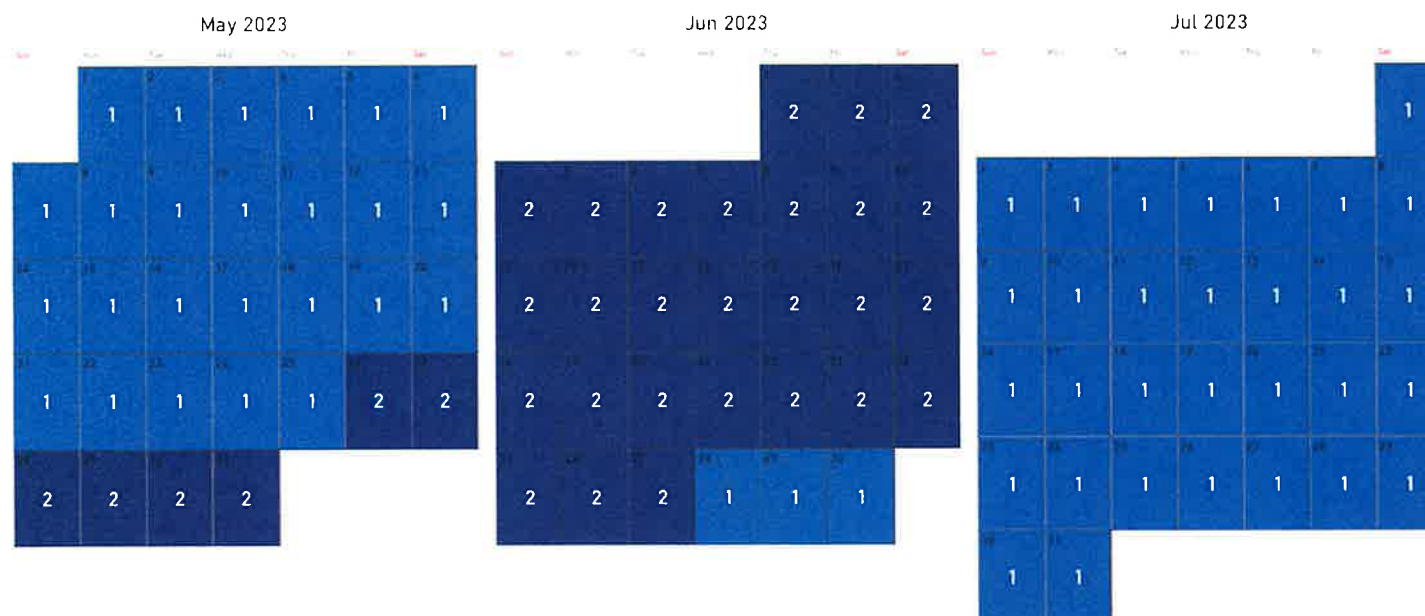






# Stormwater Utility – Background (cont.)

## • Typical Stormwater Equipment Downtime (May-Jul 2023)



9

- There are two specialized trucks assigned to the Stormwater Division

### Chart Legend:

- Each box represents a day of the month
- The number at the center indicates the number of stormwater trucks out of service on that day
- The darker the shade of blue, the higher the number of trucks unavailable on that day
- This distribution is representative of our typical stormwater truck downtime for each quarter
- **As these trucks have no backup, any one (1) truck with downtime, removes 100% capability for that type of truck**



## Exhibit B

Annual			Distance from									
	Slip Size in feet		the marina	30	40	45	50	55	60	70	80	90
Billed per ft per month												
Loggerhead P.B.Gardens			7.5 Miles	N/A	\$ 33.85	\$ 33.73	\$ 42.26	\$ 42.25	\$ 44.73	\$ 47.24	\$ 47.24	N/A
PGA/Soverel Harbor			4.5 Miles	N/A	\$33.75	\$ 35.00	\$ 40.40	\$ 40.91	\$ 44.67	\$ 47.14	N/A	N/A
North Palm Beach Marina - 40' min.			2.9 Miles	N/A	N/A	N/A	\$ 36.24	\$ 42.20	\$ 42.20	\$ 48.00	\$ 54.45	\$ 56.73
Old Port Cove Marina - 30' min.			2.6 Miles	\$ 28.40	N/A	\$ 35.20	\$ 35.52	\$ 41.80	\$ 41.80	\$ 45.05	\$ 52.05	\$ 55.32
New Port Cove Marine Center -30' min.			1 Mile	N/A	\$ 25.20	\$ 23.00	\$ 25.00	\$ 25.00	\$ 25.00	N/A	N/A	N/A
Loggerhead Riviera Beach - Drystack			1.9 Mile	\$ 30.00	\$ 40.00	\$ 45.00	\$ 52.00	N/A	N/A	N/A	N/A	N/A
Riviera Beach Marina -32' min.			2 Miles	\$ 31.00	\$ 31.00	\$ 31.00	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42
Cannon Sport			2 Miles	\$ 26.10	\$ 28.00	\$ 29.00	\$ 31.53	\$ 32.00	\$ 34.12	\$ 42.69	\$ 43.37	\$ 45.16
Sailfish Marina	Quoted Rates		2.1 miles	NON RESPONSIVE								
Palm Harbor Marina			6 Miles	N/A	N/A	N/A	\$ 64.80	\$ 58.90	\$ 54.00	\$ 63.00	\$ 63.00	\$ 63.00
P.B. Town Docks -			6.5 Miles	N/A	N/A	N/A	N/A	N/A	\$ 76.00	\$ 76.00	\$ 83.65	\$ 83.65
Lake Park Harbor Marina				\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Commercial				\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00

<b>Seasonal</b>				<b>Distance from</b>				
	<b>Slip Size</b>			<b>the marina</b>	<b>30</b>	<b>40</b>	<b>45</b>	<b>50</b>
Billed per ft per month								
<b>Loggerhead P.B.Gardens</b>				7.5 Miles	N/A	\$ 36.63	\$ 36.64	\$ 47.42
<b>PGA/Soverel Harbor</b>				4.5 Miles	N/A	\$ 35.50	\$ 38.33	\$ 47.50
<b>North Palm Beach Marina - 45' min.</b>				2.9 Miles	N/A	N/A	N/A	\$ 53.28
<b>Old Port Cove Marina - 30' min</b>				2.6 Miles	\$ 46.40	N/A	\$ 58.13	\$ 58.32
<b>New Port Cove Marine Center - 30' min.</b>				1 Mile	\$ 27.20	\$32	\$29	N/A
<b>Loggerhead Riviera Beach - Drystack</b>				1.9 Mile	Annual only			
<b>Riviera Beach Marina - 32' min.</b>				2 Miles	\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46
<b>Cannon Sport</b>				2 Miles	\$ 38.08	\$ 40.58	\$ 42.00	\$ 47.10
<b>Sailfish Marina</b>	<b>Quoted Rates</b>			2.1 miles	NON RESPONSIVE			
<b>Palm Harbor Marina -60' min.</b>				6 Miles	N/A	N/A	N/A	\$ 81.00
<b>P.B. Town Docks</b>				6.5 Miles	N/A	N/A	N/A	N/A
<b>Lake Park Harbor Marina</b>					\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00

<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>
\$ 53.00	\$ 48.82	\$ 51.37	\$ 47.24	N/A
\$ 47.27	\$ 48.75	\$ 51.79	56..33	N/A
\$ 66.00	\$ 66.00	\$ 64.46	\$ 74.85	\$ 83.68
\$ 62.18	\$ 67.00	\$ 72.51	\$ 85.50	\$ 96.00
\$30	\$ 27.80	N/A	N/A	N/A
\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46
\$ 50.15	\$ 54.16	\$ 61.75	\$ 62.03	\$ 61.27
\$ 81.00	\$ 81.00	\$ 96.00	\$ 96.00	\$ 96.00
N/A	\$142.50	\$142.50	\$142.50	\$142.50
\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00

Monthly				Distance from				
	Slip Size			the marina	30	40	45	50
Billed per ft per month								
Loggerhead P.B.Gardens			7.5 Miles	N/A	\$ 38.98	\$ 27.00	\$ 50.34	
PGA/Soverel Harbor			4.5 Miles	N/A	\$ 51.67	\$ 40.00	\$ 51.00	
North Palm Beach Marina - 45' m.			2.9 Miles	N/A	N/A	N/A	\$ 60.00	
Old Port Cove Marina - 30' min.			2.6 Miles	\$ 46.40	N/A	\$ 58.13	\$ 58.32	
New Port Cove Marine Center - 30' min.			1 Mile	\$ 36.40	\$ 37.80	\$ 38.00	N/A	
Loggerhead Riviera Beach - Drystack			1 Mile	Annual Only				
Riviera Beach Marina -32' min.			1.9 Mile	\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50	
Cannon Sport			2 Miles	\$ 38.08	\$ 40.59	\$ 41.98	\$ 47.09	
Sailfish Marina	Quoted Rates		2.1 miles	NON RESPONSIVE				
Palm Harbor Marina - 60' min.			6 Miles	N/A	N/A	N/A	\$ 96.00	
P.B. Town Docks -			6.5 Miles	N/A	N/A	N/A	N/A	
Lake Park Harbor Marina				\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	

<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>
\$ 56.31	\$ 51.91	\$ 54.47	\$ 54.46	N/A
\$ 50.91	\$ 53.33	\$ 55.71	\$ 56.88	N/A
\$ 65.28	\$ 69.40	\$ 73.37	\$ 89.85	\$ 92.84
\$ 62.18	\$ 67.00	\$ 72.51	\$ 85.50	\$ 96.00
N/A	\$ 36.60	N/A	N/A	N/A
\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50
\$ 50.14	\$ 54.17	\$ 61.76	\$ 62.03	\$ 61.27
\$ 96.00	\$ 96.00	\$ 115.50	\$ 115.50	\$ 115.50
N/A	\$ 142.50	\$ 142.50	\$ 142.50	\$ 142.50
\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00

<b>Daily/Transient - per foot per night</b>				<b>Distance from</b>			
	<b>Slip Size</b>			<b>the marina</b>	<b>30</b>	<b>40</b>	<b>45</b>
<b>Loggerhead P.B.Gardens</b>				7.5 Miles	\$3-\$5	\$3-\$5	\$3-\$5
<b>PGA/Soverel Harbor</b>				4.5 Miles	\$ 3.75	\$ 3.75	\$ 3.75
<b>North Palm Beach Marina</b>				2.9 Miles	\$ 3.50	\$ 3.50	\$ 3.50
<b>Old Port Cove Marina</b>				2.6 Miles	\$ 3.50	\$ 3.50	\$ 3.50
<b>New Port Cove Marine Center - 30' min.</b>				1 Mile	\$ 3.65	\$ 3.65	\$ 3.65
<b>Loggerhead Riviera Beach - Drystack</b>				1 Mile	N/A		
<b>Riviera Beach Marina -32' min.</b>				1.9 Mile	\$4 - \$5	\$4 - \$5	\$4 - \$5
<b>Cannon Sport</b>				2 Miles	\$3.00	\$3.00	\$3.00
<b>Sailfish Marina 30' min.</b>				2.1 miles	NON RESPONSIVE		
<b>Palm Harbor Marina 50' min.</b>				6 Miles	?	?	?
<b>P.B. Town Docks - 50' min.</b>				6.5 Miles	N/A	N/A	N/A
<b>Lake Park Harbor Marina</b>					\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25

<b>50</b>	<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>		
\$4-\$6	\$4-\$6	\$4-\$6	\$4-\$6	\$6-\$9	\$6-\$9		
\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	N/A		
\$ 3.50	\$ 3.50	\$ 3.70	\$ 3.70	\$ 3.70	\$ 3.70		
\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.70	\$ 3.70	\$ 3.70		
\$ 3.65	\$ 3.65	\$ 3.65	N/A	N/A	N/A		
\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5		
\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00		
\$ 4.50	\$ 4.50	\$ 4.50	\$ 5.05	\$ 5.05	\$ 5.05		
N/A	N/A	\$ 5.75	\$ 5.75	\$ 5.75	\$ 5.75		
\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25		



## TOWN MANAGER COMMENTS

Item 1.

### TOWN COMMISSION MEETING Wednesday, August 2, 2023

### Exhibit C

#### HUMAN RESOURCES

##### Job Openings:

The Town is currently advertising to fill the following positions:

- Library Assistant – Children's. Hourly rate \$12.98 to \$20.12. Deadline for receipt of applications is 5:00 p.m. on **8/7/2023**.
- Sanitation Truck Operator I – Hourly rate \$15.90 to \$24.65. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Sanitation Truck Operator II – Hourly rate \$ 18.21 to \$28.22. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Stormwater Technician II – Hourly rate \$18.21 to \$28.22. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Dock Attendant – Hourly rate \$15.90 to \$24.65. Deadline for receipt of applications is 5:00 p.m. on **8/15/2023**
- Senior Accountant – Salary range \$49,638.40 to \$76,939.52 per year. Deadline for receipt of applications is 5:00 p.m. on **8/15/2023**

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

#### INFORMATION TECHNOLOGY

The replacement of the audio/visual equipment in the Commission Chamber will commence on **August 17<sup>th</sup>, 2023**. It is estimated that the project will take 30 days to complete, so we plan to hold the Commission meeting on September 6<sup>th</sup>, 2023 in the Mirror Ballroom.

#### PUBLIC WORKS

Town Staff and consultants are nearing completion of a permit application to construct the much anticipated Monument Sign at the Town Hall. Once permit is issued, staff anticipates a 10-week construction period for a completion date of early October 2023.

For questions regarding this project, please contact the Department of Public Works at (561) 881-3345 or [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).



TOWN OF LAKE PARK  
 August 2, 2023  
 COMMISSIONER COMMENTS: MARY BETH TAYLOR

## Exhibit D

CELEBRATING OUR TOWN'S MULTICULTURAL POPULATION ON AMERICAN FLAG DAY  
*or another designated date.*

FEATURING/HIGHLIGHTING THE TOWN'S RICH CULTURAL DIVERSITY

*PARTICIPANTS INCLUDED BUT NOT LIMITED TO: ALL OUR FELLOW RESIDENTS, WHETHER AFRICAN AMERICANS, HAITIAN AMERICANS, JAMAICAN AMERICANS, PUERTO RICAN AMERICANS, CUBAN AMERICANS, ASIAN AMERICANS, IRISH AMERICANS, CANADIAN AMERICANS, ITALIAN AMERICANS, ETC., ALL OUR RESIDENTS, FRIENDS AND FAMILIES!*

A ALL INCLUSIVE CELEBRATION OF OUR INDIVIDUAL HERITAGES AND ESPECIALLY CELEBRATING THE RIGHTS AND PROTECTIONS THAT **OUR** CHERISHED AMERICAN FLAG PROVIDES TO EACH OF US

*Possible highlighted holidays and more*

- ✓ US FLAG DAY IS June 14
- ✓ MEMORIAL DAY IS AROUND May 30
- ✓ HAITIAN FLAG DAY **AND** US ARMED FORCES DAY IS May 18
- ✓ CANADIAN NATIONAL PATRIOTS DAY IS May 22
- ✓ JUNETEENTH is June 19
- ✓ NATIONAL US INDEPENDENCE DAY July 4<sup>th</sup>
- ✓ JAMAICAN INDEPENDENCE DAY Aug. 1 & EMANCIPATION DAY OF JAMAICA Aug 2
- ✓ PUERTO RICO CONSTITUTION DAY July 25
- ✓ LABOR DAY, Sept 4, 2023
- ✓ WOMEN'S DAY in Viet Nam Oct. 20 and International Woman's Day March 8
- ✓ CESAR CHAVEZ DAY, March 1

*QUOTE: Grant me the courage to serve others; For in service there is true life.*

*THIS IS A PARTIAL LIST, WE HAVE PLENTY OF ITALIAN, IRISH, HOLIDAYS. THE LIST GOES ON AND ON.*

POINT IS: Lake Park is a rich mix of ethnicities and cultures, each one should be recognized and celebrated equally. That is why I am proposing that the town commission approve, plan and sponsor one impressive MULTICULTURAL FAIR sometime in the spring or summer of 2024. The celebration would be all inclusive. It would replace, the not well attended, Battle of the Badges and include the exclusive Haitian Flag Day as it would be celebrated within the MULTICULTURAL FAIR.

What a great wealth of knowledge history, and fellowship we have to share with adults and children alike. I am excited, and I believe our residents will be also.

It is about time we initiate events that bring residents together for our common good. My favorite motto is **"Out of Many One People"**, *Jamaica's national motto*. Hopefully, we can borrow it until we come up with one of our own.



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 8/2/23

Item 1.

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

Name: Anthony Bontrager  
Address: 1505 Crescent Circle A14

If you are interested in receiving Town information through Email, please  
provide your E-mail address: Tony Bontrager25@gmail.com

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

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

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 8/2

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

Name: Janet Kramich  
Address: 729 Cypress 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:  
Resolution 51-08-23 updated Master fee  
solid waste - dumpster increase of 48% over 2022

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.

## Exhibit A

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

### Exhibit “A” Master Fee Schedule



#### Community Development

<b>Building Permit Fees</b>		
The Permit Fee Schedule shall be based on total valuation as follows:		
<b>No.</b>	<b>TYPE OF FEE</b>	<b>FEE</b>
	Base Fee for Zoning Reviews Only (for example commercial paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00	\$100.00 plus 2.0%
	\$1,000,000 and up	\$100.00 plus 1.00%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$40.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$40 inspection fee PER inspection will be assessed		
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
<b>Additional Permit-Related Fees</b>		
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00
<b>ADDITIONAL PLAN REVIEW &amp; RELATED SERVICES FEE for non-permit related</b>  Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.  Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract  <u>Retaining Private Providers for plan reviews and building code services:</u> A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).		

**PERMIT PENALTIES**

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

	<b>MOVING PERMIT FEES:</b> For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:	\$500.00
	<b>CONTRACTOR REGISTRATION FEES:</b> With Palm Beach County registration with a "W" designation	\$2.00
	All Other Contractors	\$10.00
	<b>SIGN PERMIT FEES:</b> Minimum Permit Fee up to \$ 3,000.00 in value	\$100.00
	\$3,000.00 and up in value	\$200.00
	Window Signage (per store window frontage)	\$50.00
<b>DEVELOPMENT REVIEW FEE SCHEDULE</b>		
1	Abandonment of rights of way	\$1,800.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$1,000.00
4	Comprehensive Plan text amendment	\$2,500.00
5	Comprehensive future land use map change, small and large	\$3,000.00
6	Development of Regional Impact	\$5,000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1,500.00
8	Development Pre-Application Meeting	\$200.00
9	Developer Agreements	\$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	\$2,000.00
	b. Modification of an approved Master Plan	\$1,000.00
	c. Per waiver request	\$250.00
11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	\$2,000.00
	b. Greater than 14,999 square feet (structure size)	\$4,000.00

	c. Per waiver request (if applicable)	\$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	\$1,500.00
	b. Additional fee, after the initial 10 units	\$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	\$1,500.00
	b. Greater than 14,999 square feet (structure size)	\$3,000.00
14	Variance or Waiver, nonresidential	\$1,000.00
15	Variance or Waiver, residential principal structure	\$750.00
16	Zoning code text amendment	\$2,500.00
17	Zoning map amendment	\$2,500.00
18	Zoning determination letter	\$125.00
19	Zoning Confirmation Certificate	\$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum \$500 for multiple housing units.	\$50.00
21	Home Occupation Zoning Confirmation Certificate	\$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	\$50.00
23	Special Event Permit (commercial/for-profit entity)	\$100.00
24	Minor Replat/Plat	\$500.00
25	Telecommunications Tower Pre-application permit	\$100
26	Telecommunications Tower/Co-Location Application	\$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	\$200.00
28	Site Plan or Development Approval Amendment	\$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	\$100.00
30	Time Extension Application – Code Compliance	\$100.00
31	Out of Town/Mobile Vendor Business Registration Application	\$50.00
32	Annual Out of Town/Mobile Vendor Fee	\$250.00
33	Annual Bank Registration Fee	\$150.00
34	Unity of Title	\$500.00

*Recovery of additional costs.* In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- 1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

<b>Code Section</b>	<b>FINE FEES Violation Description An administrative cost of \$10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.</b>	<b>Fine</b>
10-31 and 10-32	Nuisance	\$100.00
10-153 and 10-154	Noise disturbance 1 <sup>st</sup> Offense	\$250.00
	2 <sup>nd</sup> Offense (minimum of 30 minutes following the 1 <sup>st</sup> offense and within the same 24-hour period)	\$350.00
	3 <sup>rd</sup> Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 <sup>rd</sup> offense and within the same 24-hour period after the 1 <sup>st</sup> Offense)	\$450.00
16-3	Unlawful trespass on public land	\$125.00
18-61 11-14	Domestic animals prohibited in park Dogs running at large prohibited - leash required	\$50.00
18-85	Violation of permit terms for use of park	\$50.00
18-81	No permit for special event	\$250.00
20-32	No permit for garage sale	\$50.00
24-34	Illegal roll-off (residential)	\$250.00
24-74	Illegal roll-off (commercial)	\$250.00
24-8	Illegal dumping / littering	\$250.00
24-39	Overloaded sanitation container (Residential)	\$50.00
24-78	Overloaded sanitation container (Commercial)	\$50.00

30-2	Prohibited parking	\$100.00
31-9	Blocking Parking Aisles in the Marina	\$100.00
30 -33	Commercial loading and unloading	\$250.00
30 -35	Parking commercial vehicle in residential area	\$125.00
32 -57	Illegal watering 1 <sup>st</sup> offense	\$50.00
32 -57	Illegal watering 2 <sup>nd</sup> offense	\$250.00
32-57	Illegal watering 3 <sup>rd</sup> or more offense	\$500.00
34-6	Hatracking; tree topping	\$250.00
70-32	Sign code violation (Town-wide)	\$125.00
2-320	No out of Town Business Registration	\$50.00
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50.00
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100.00 per violation

**Finance**

<b>Dishonored Checks</b>	\$25.00 Face Value up to \$50.00
	\$30.00 Face Value \$50.01 - \$300.00
	\$40.00 Face Value \$300.01 - \$800.00
	Or
	5% of Face Value if over \$800.00
Service Fee structure in accordance with Florida State Statutes 166.251 and 832.05	

**Harbor Marina**

<b>Slip Leases</b>		<b>Fee</b>
DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length)		
Annual (12 month minimum – Rate/Month)	Per Foot	\$20.00/ft.
E Dock Special (Less than 30')	Per Month	\$400.00
35' Floating Dock	Per Foot	\$22.00/ft.
Charter Annual		\$23.00/ft.
Commercial (requires a minimum lease of 8 slips)		\$18.50/ft.
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31		\$22.00/ft.
Winter Monthly – November 1 to April 30		\$27.00/ft.
Transient (Rate/Day)		
Summer – May 1 to October 31		\$2.75/ft.
Winter – November 1 to April 30		\$3.25/ft.
Utilities – Lease (water/garbage/electric) mandatory fee		
110/30amp (Extra Cord Add \$40)		\$95.00/mo.
220/50amp (Extra Cord Add \$80)		\$137.00/mo.

Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	\$8.00/day
220/50amp (per day per cord)	\$11.00/day
Boat Ramp Fees	
Daily Boat Launch	\$10.00
Overnight Parking (Per Night)	\$33.00
Annual Pass	\$210.00
Semi-Annual Pass	\$105.00
Commercial Pass	\$410.00
Monthly Boat/Trailer Storage (Rate/Month)	
Boat/Trailer to 30'LOA	\$160.00/mo.
Boat/Trailer Greater than 30'LOA	\$185.00/mo.
Jet Ski single	\$105.00/mo.
Jet Ski double	\$160.00/mo.
Miscellaneous Fees	
Overnight Vehicle Parking (non-leaseholder)	\$11.00/night
Monthly billing service (manual)	\$30.00/mo.
Lost Key Replacement	\$25.00
Pump out	\$5.00
Water Tank Fill	\$10.00
Water Tank Fill (50 gal plus)	\$15.00
Port Charge	\$15.00
Port Charge (50' LOA plus)	\$25.00
Finance Department charge for any returned check applies.	

**Library**

Item	Fee
Library Cards initial library card at registration	No charge
Replacement card	\$3.00
Replacement of Barcode	\$1.00
Replacement of RFID Tag	\$1.00
Repairs & Replacement	At cost per book, same edition, same publisher. Additional \$5.00 per book for cost of labeling and other materials related to cataloging and bar code process



Replacement of volumes for multiple volume sets	Minimum \$20.00 per volume
Rebind or recover	\$10.00
Digital & Audio Media	
Replacement	At cost, \$20.00 minimum
Laptop Replacement:	At cost per laptop, same brand and model. Additional \$50 per laptop for cost of labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk
Repair to damage item	\$10.00
Refunds – No refund if item found after four (4) days	
Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	
Copies	.15 per black & white page .50 per color page
Print from device	.15 per black & white .50 per color page
Fax	.50 per page within the United States
Fax International	\$2.00 per page
Scan paper to USB or Email	.05 per page
Hotspot	
Case Replacement Fee	\$20.00
Charger Cord Replacement Fee	\$5.00
Hotspot Device Replacement Fee	\$100.00
Laminated Instructions Replacement Fee	\$2.00
USB Wall Charger Replacement Fee	\$5.00

**Public Works**

Equivalent Stormwater Unit (ESU)	
<del>2021-2022</del>	<del>\$12.50</del>
<del>2023-2024</del> <del>2022-2023</del>	<del>\$25.52</del> <del>\$13.50</del>
<del>2023-2024</del>	<del>\$25.52</del>

2023

Sanitation Fees	
Annual Assessment per unit – single-family	<del>\$258.37</del> <u>\$382.39</u>
Mobile home	<del>\$258.37</del> <u>\$382.39</u>
Multi-family <u>less than &lt;5 units/bldg.</u>	<del>\$258.37</del> <u>\$382.39</u>
Multi-family <u>more than 4 &gt; units/4 bldg.</u>	<u>\$0.00</u> <del>\$174.97</del> <u>\$382.39</u>
Special Pickups	
Large vegetation piles <del>(greater than <u>ten</u> twenty (2010), but less than twenty (20) cubic yards, <u>one truck load</u>)</del>	<del>\$40</del> <u>70.00</u> <del>per truck load plus cost of disposal</del>
<u>Large vegetation piles greater than twenty (20) cubic yards, per truck load</u>	<u>\$70.00, plus cost of disposal</u>
Non-containerized household trash <del>(greater than <u>ten</u> twenty (2010), but less than twenty (20) cubic yards, <u>one truck load</u>)</del>	<del>\$70.00</del> <del>\$40.00</del> <del>per truck load plus the cost of disposal</del>
<u>Non-containerized household trash greater than twenty (20) cubic yards, per truck load</u>	<u>\$70.00, plus cost of disposal</u>
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the “Base Level of Service”.	\$30.00
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	\$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	\$110.00
Second offense	\$220.00
Third and subsequent offense	\$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	\$85.00
Commercial Property Assessment	
Commercial class – Low generator class	\$0.018
Medium generator class	\$0.066
High generator class	\$0.235
Non-generator class	\$0.018
The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.	
Agricultural Class	
0 – 10 acres	\$59.13

11 – 99 acres	\$5.92/acre
100 + acres	\$591.25
Commercial dumpster collection & disposal rate chart	
.5CY	1X N/A 2X <del>49.04</del> 72.54 3X N/A 4X N/A 5X N/A
2CY	<del>98.02</del> 196.04 <del>294.06</del> 392.08
	<del>490.10</del> 145.08 - 290.16 435.24 580.32 - 725.40
3CY	<del>147.03</del> 294.06 <del>441.09</del> 588.12
	<del>735.15</del> 217.62 - 435.24 652.86 870.48 -1088.10
4CY	<del>196.04</del> 392.08 <del>588.12</del> 784.16
	<del>980.20</del> 290.16 -580.32 870.48 1160.64 -1450.80
6CY	<del>294.06</del> 588.12 <del>882.18</del> 1176.24
	<del>1470.30</del> 435.24 870.48 -1305.72 1740.96 -2176.20
8CY	<del>392.08</del> 784.16 <del>1176.24</del> 1568.32
	<del>1960.40</del> 580.32 1160.64 -1740.96 2321.28 -2901.60
The above schedule reflects the Town's current collection rate	<del>\$8.50</del> 13.93 per cubic yard of container
PlusPlus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	\$2.814 per cubic yard
Total collection and disposal rate equals	<del>\$11.31</del> 16.74 per cubic yard
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:	
134 lbs. per cubic yard X \$42.00 per ton / 2000 lbs. per ton equals	\$2.814 per cubic yard disposal fee
Special pickups – customer must call for special pickup	
Commercial dumpster special pickup rate chart	
<del>2CY → \$</del> 55.86	
<del>3CY → \$</del> 69.79	
<del>4CY → \$</del> 83.72	
<del>6CY → \$</del> 111.58	
<del>8CY → \$</del> 139.44	
Assigned Dumpster	<del>\$11.31</del> 13.93 per cubic yard container capacity
(\$8.50 13.93 collection rate + \$2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.	
In addition to the \$11.31 per cubic yard rate, there will be an additional	<del>\$28.00</del>
In addition to the \$16.74 per cubic yard rate, there will be an additional	\$30.00

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Commercial Dumpster Locking Device Installation	<del>\$100.00</del> <u>\$0.00</u>
Other Fees	
<a href="#">Application for Traffic Calming Measures Swale Planting Permit Application</a>	<del>\$50.00</del> <u>\$100.00</u>
<a href="#">Right-of-way Permit Application</a> <a href="#">Application for Traffic Calming Measures Swale Planting Permit Application</a>	<del>\$50.00</del> <u>\$100.00</u>
<a href="#">Swale Planting Permit Application</a>	<u>\$100.00</u>

**Special Events Department**

<b>Town Events</b>	
Food Vendors	\$50.00
Business Vendors	\$25.00
Arts & Craft Vendors	\$20.00
Non-Profits	\$0.00
<b>Facility Rentals</b>	
<b>Mirror Ballroom</b>	
Refundable Security Deposit	\$500.00
Resident Rate	\$100.00 per hour
Non-Resident Rate	\$130.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
<b>Lake Shore Park Indoor Pavilion</b>	
Refundable Security Deposit	\$250.00
Resident Rate	\$90.00 per hour
Non-Resident Rate	\$120.00 per hour
Staff Fee	\$30.00 per hour
Cleaning Fee	\$125.00
<b>Lake Shore Park South Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$50.00
Non-Resident Rate	\$75.00
<b>Lake Shore Park Playground Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$100.00

Non-Resident Rate	\$125.00
<b>Lake Shore Park North Pavilion or West Ilex Park Pavilion</b>	
Refundable Security Deposit	\$100.00
Resident Rate	\$40.00
Non-Resident Rate	\$65.00
<b>Blakely Commons Gazebo</b>	
Refundable Security Deposit	\$200.00
Resident Rate	\$50.00 per hour
Non-Resident Rate	\$75.00 per hour
<b>Lake Park Harbor Marina, Kelsey Park or Lake Shore Park</b>	
Refundable Security Deposit	\$1,500.00
Resident Rate	\$500.00
Non-Resident Rate	\$600.00
<b>Summer Camp</b>	
Resident Rate	\$200.00 per session
Non-Resident Rate	\$250.00 per session
Extended Care	\$80.00 per session
<b>Bert Bostrom Park</b>	
Refundable Security Deposit	\$500.00
Field Rental Fee	\$10.00 per hour
Light Fee	\$20.00 per hour
Game Day Fee	\$200.00
Staff Fee	\$30.00 per hour
<b>Recreation Programs</b>	
Kids (ages 4-17)	\$50.00 per session
Adults (ages 18 and up)	\$50.00 per session
Instructor Fee	\$20.00 per hour

**Town Clerk**

Lien searches – includes code violations, open building permits, & Sanitation services	\$100.00 standard \$150.00 rush (within 24-hr.)
Public Records Request	\$0.15 per copy
	\$0.20 double sided copy

## Exhibit A

# Town of Lake Park Solid Waste Utility

## 2023 Solid Waste Rate Study

### Supplement 1 – Multi-Family Dumpster Services

August 2, 2023



1

## Background



- On January 18, 2023, the Town Commission adopted an ordinance that moved multi-family dumpster accounts to the standard dumpster rates
  - › Effective rates for the current year are stated on the Town's website and have been available to multi-family property managers for planning purposes
  - › Implementation of the ordinance changes was delayed until Fiscal Year 2024 pending a review of the current fee schedule

2

## Background (cont.)



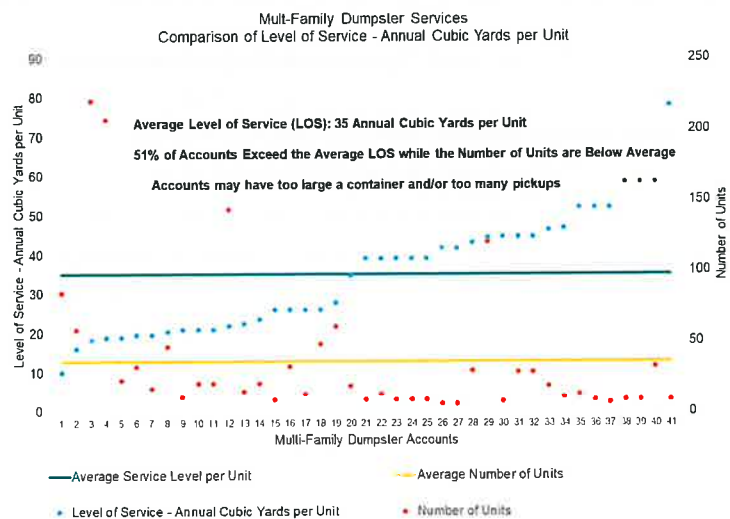
- Town staff conducted public outreach to notify affected accounts and to help review levels of service
- Levels of service are based on the size of the garbage containers and frequency of pickup
  - › Town staff has observed that more than 50% of the multi-family accounts have more service capacity allocated per unit than other similar accounts
  - › Much of this capacity may be unused

3

## Comparison of Service Levels

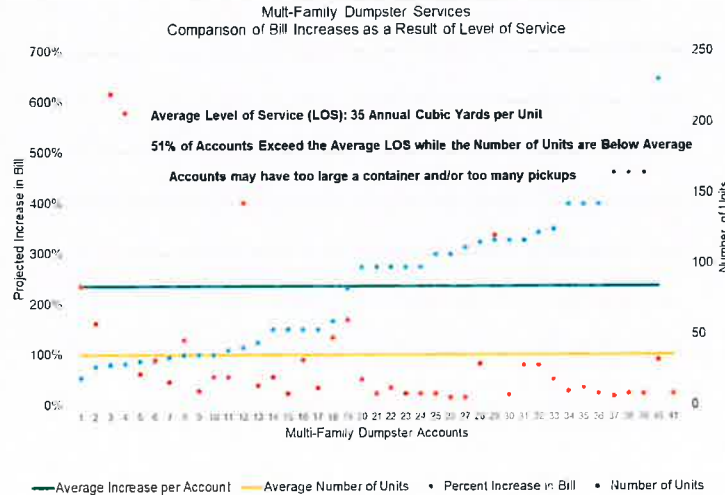


Account Attributes	Cubic Yards per Unit
Minimum	10
Maximum	78
Average	35
Median / Mode	39



4

## Comparison of Bill Impacts Resulting from Varying Service Levels



5

## Summary of Sample Bills



Units	Existing Service Cubic Yard per Week	LOS – Cubic Yards per Unit	Existing Annual Charges	Preliminary Annual Charges / Subject to Service Level Adjustments
8	(1) 4CY, 2x	26	\$1,399.76	\$3,481.92
8	(1) 3CY, 3x	58.5	\$1,399.76	\$7,834.32
12	(1) 3CY, 2x	26	\$2,099.64	\$5,222.88
12	(1) 4CY, 3x	52	\$2,099.64	\$10,445.76
32	(2) 4CY, 2x	26	\$5,599.04	\$13,927.68
32	(2) 6CY, 3x	58.5	\$5,599.04	\$31,337.28

Town staff remains available to meet with multi-family property managers to discuss service level needs.

6





## Next Steps

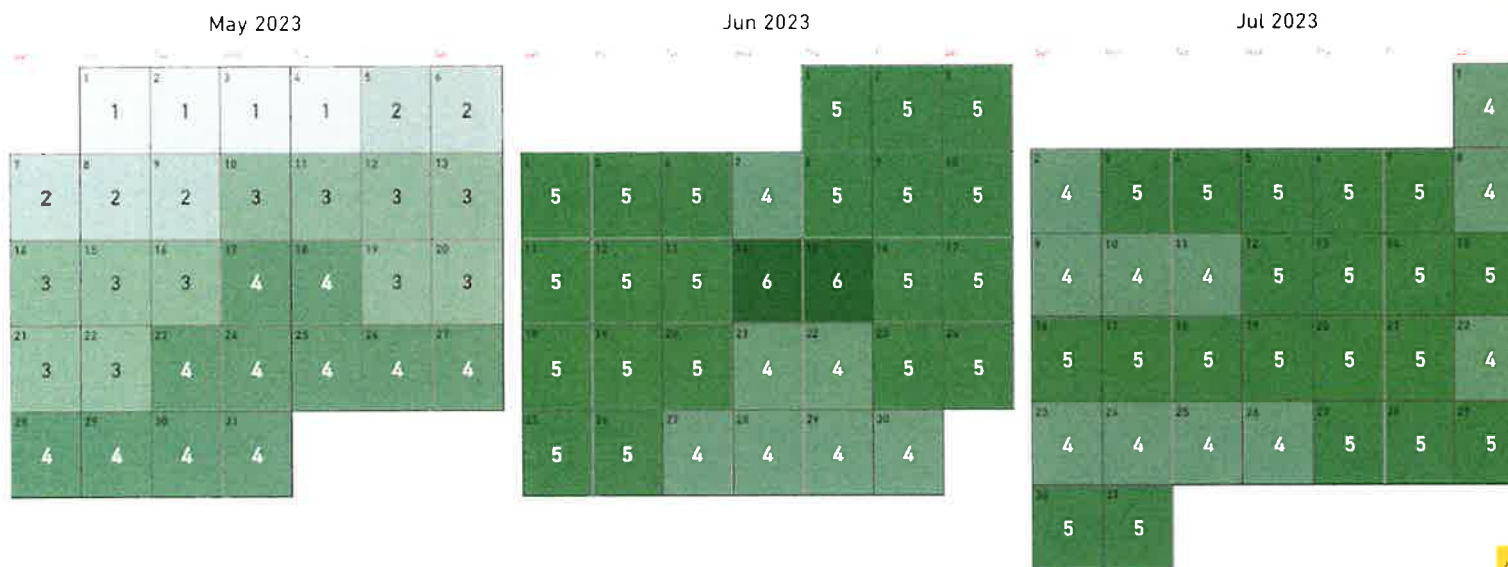
- Raftelis recommends that the Town Commission adopt the proposed rates and implement the charges pursuant to the rate ordinance
- Managers of multi-family properties are encouraged to contact Town staff to evaluate service level alternatives
  - › Changes in container size and/or frequency of pickup may be explored to reduce customer costs
  - › Like commercial dumpster accounts, multi-family property managers may alter service level requirements during the year when occupancy may be lower

7



## Solid Waste Utility – Background (cont.)

### • Typical Solid Waste Truck Downtime (May-Jul 2023)



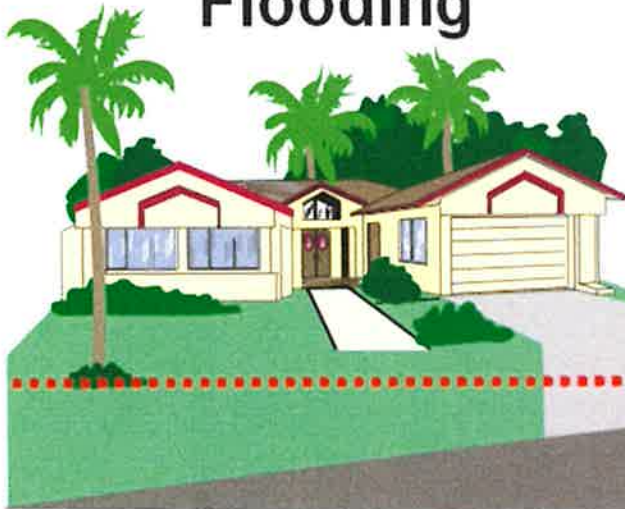
- There are ten (10) trucks assigned to the Sanitation Division

#### Chart Legend:

- Each box represents a day of the month
- The number at the center indicates the number of sanitation trucks out of service on that day
- The darker the shade of green, the higher the number of trucks unavailable on that day
- This distribution is representative of our typical sanitation truck downtime for each quarter
- Any one (1) truck with downtime, removes our backup capability for either Residential or Commercial service
- Almost every day, it's crisis mode for these operators

# Acceptable Flooding for a 100 Year Storm

No  
Structure  
Flooding



12"

Neighborhood  
Roads &  
Parking Areas



9"

Collector  
Roads



6"

Arterials  
Roads



0"

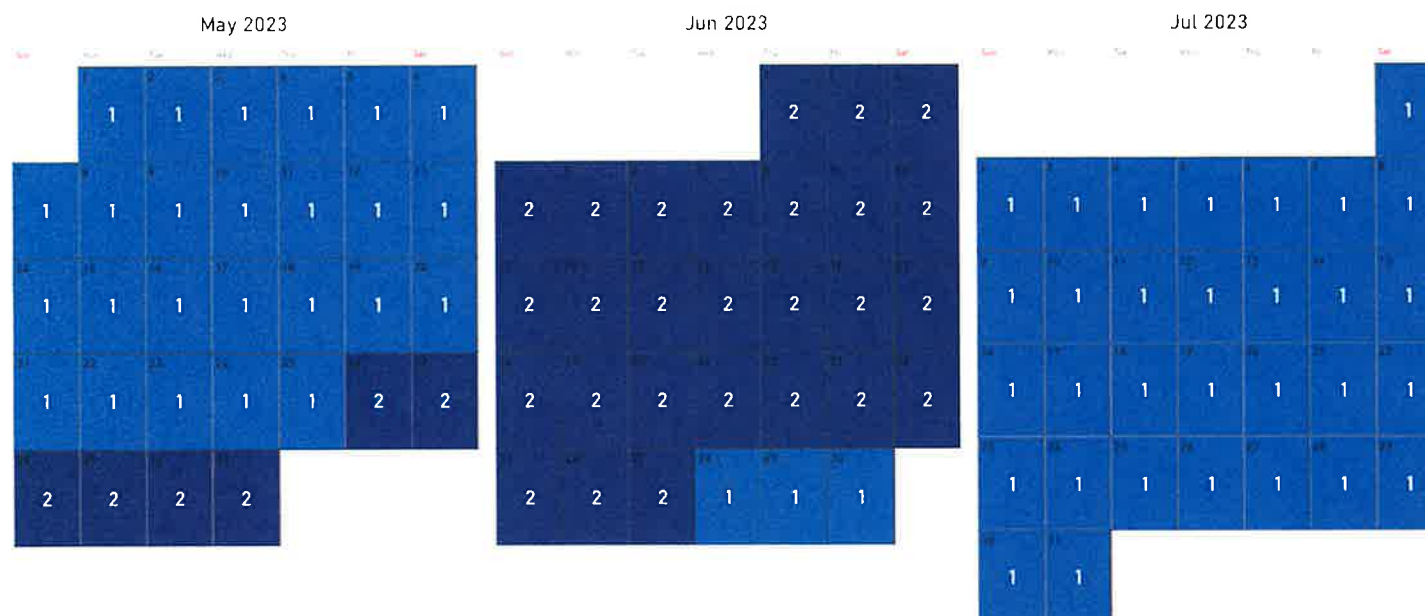
Evacuation  
Routes





## Stormwater Utility – Background (cont.)

### • Typical Stormwater Equipment Downtime (May-Jul 2023)



9

- There are two specialized trucks assigned to the Stormwater Division

#### Chart Legend:

- Each box represents a day of the month
- The number at the center indicates the number of stormwater trucks out of service on that day
- The darker the shade of blue, the higher the number of trucks unavailable on that day
- This distribution is representative of our typical stormwater truck downtime for each quarter
- **As these trucks have no backup, any one (1) truck with downtime, removes 100% capability for that type of truck**

## Exhibit B

Annual			Distance from									
	Slip Size in feet		the marina	30	40	45	50	55	60	70	80	90
Billed per ft per month												
Loggerhead P.B.Gardens			7.5 Miles	N/A	\$ 33.85	\$ 33.73	\$ 42.26	\$ 42.25	\$ 44.73	\$ 47.24	\$ 47.24	N/A
PGA/Soverel Harbor			4.5 Miles	N/A	\$33.75	\$ 35.00	\$ 40.40	\$ 40.91	\$ 44.67	\$ 47.14	N/A	N/A
North Palm Beach Marina - 40' min.			2.9 Miles	N/A	N/A	N/A	\$ 36.24	\$ 42.20	\$ 42.20	\$ 48.00	\$ 54.45	\$ 56.73
Old Port Cove Marina - 30' min.			2.6 Miles	\$ 28.40	N/A	\$ 35.20	\$ 35.52	\$ 41.80	\$ 41.80	\$ 45.05	\$ 52.05	\$ 55.32
New Port Cove Marine Center -30' min.			1 Mile	N/A	\$ 25.20	\$ 23.00	\$ 25.00	\$ 25.00	\$ 25.00	N/A	N/A	N/A
Loggerhead Riviera Beach - Drystack			1.9 Mile	\$ 30.00	\$ 40.00	\$ 45.00	\$ 52.00	N/A	N/A	N/A	N/A	N/A
Riviera Beach Marina -32' min.			2 Miles	\$ 31.00	\$ 31.00	\$ 31.00	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42	\$31-\$42
Cannon Sport			2 Miles	\$ 26.10	\$ 28.00	\$ 29.00	\$ 31.53	\$ 32.00	\$ 34.12	\$ 42.69	\$ 43.37	\$ 45.16
Sailfish Marina	Quoted Rates		2.1 miles	NON RESPONSIVE								
Palm Harbor Marina			6 Miles	N/A	N/A	N/A	\$ 64.80	\$ 58.90	\$ 54.00	\$ 63.00	\$ 63.00	\$ 63.00
P.B. Town Docks -			6.5 Miles	N/A	N/A	N/A	N/A	N/A	\$ 76.00	\$ 76.00	\$ 83.65	\$ 83.65
Lake Park Harbor Marina				\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Commercial				\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00

<i>Seasonal</i>				<i>Distance from</i>				
	<i>Slip Size</i>			<i>the marina</i>	<b>30</b>	<b>40</b>	<b>45</b>	<b>50</b>
Billed per ft per month								
<b>Loggerhead P.B.Gardens</b>				7.5 Miles	N/A	\$ 36.63	\$ 36.64	\$ 47.42
<b>PGA/Soverel Harbor</b>				4.5 Miles	N/A	\$ 35.50	\$ 38.33	\$ 47.50
<b>North Palm Beach Marina - 45' min.</b>				2.9 Miles	N/A	N/A	N/A	\$ 53.28
<b>Old Port Cove Marina - 30' min</b>				2.6 Miles	\$ 46.40	N/A	\$ 58.13	\$ 58.32
<b>New Port Cove Marine Center - 30' min.</b>				1 Mile	\$ 27.20	\$32	\$29	N/A
<b>Loggerhead Riviera Beach - Drystack</b>				1.9 Mile	Annual only			
<b>Riviera Beach Marina - 32' min.</b>				2 Miles	\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46
<b>Cannon Sport</b>				2 Miles	\$ 38.08	\$ 40.58	\$ 42.00	\$ 47.10
<b>Sailfish Marina</b>	<b>Quoted Rates</b>			2.1 miles	NON RESPONSIVE			
<b>Palm Harbor Marina -60' min.</b>				6 Miles	N/A	N/A	N/A	\$ 81.00
<b>P.B. Town Docks</b>				6.5 Miles	N/A	N/A	N/A	N/A
<b>Lake Park Harbor Marina</b>					\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00

<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>
\$ 53.00	\$ 48.82	\$ 51.37	\$ 47.24	N/A
\$ 47.27	\$ 48.75	\$ 51.79	56..33	N/A
\$ 66.00	\$ 66.00	\$ 64.46	\$ 74.85	\$ 83.68
\$ 62.18	\$ 67.00	\$ 72.51	\$ 85.50	\$ 96.00
\$30	\$ 27.80	N/A	N/A	N/A
\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46	\$35-\$46
\$ 50.15	\$ 54.16	\$ 61.75	\$ 62.03	\$ 61.27
\$ 81.00	\$ 81.00	\$ 96.00	\$ 96.00	\$ 96.00
N/A	\$142.50	\$142.50	\$142.50	\$142.50
\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00

<b>Monthly</b>				<b>Distance from</b>				
	<b>Slip Size</b>			<b>the marina</b>	<b>30</b>	<b>40</b>	<b>45</b>	<b>50</b>
<b>Billed per ft per month</b>								
<b>Loggerhead P.B.Gardens</b>				7.5 Miles	N/A	\$ 38.98	\$ 27.00	\$ 50.34
<b>PGA/Soverel Harbor</b>				4.5 Miles	N/A	\$ 51.67	\$ 40.00	\$ 51.00
<b>North Palm Beach Marina - 45' m.</b>				2.9 Miles	N/A	N/A	N/A	\$ 60.00
<b>Old Port Cove Marina - 30' min.</b>				2.6 Miles	\$ 46.40	N/A	\$ 58.13	\$ 58.32
<b>New Port Cove Marine Center - 30' min.</b>				1 Mile	\$ 36.40	\$ 37.80	\$ 38.00	N/A
<b>Loggerhead Riviera Beach - Drystack</b>				1 Mile	Annual Only			
<b>Riviera Beach Marina -32' min.</b>				1.9 Mile	\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50
<b>Cannon Sport</b>				2 Miles	\$ 38.08	\$ 40.59	\$ 41.98	\$ 47.09
<b>Sailfish Marina</b>		<b>Quoted Rates</b>		2.1 miles	NON RESPONSIVE			
<b>Palm Harbor Marina - 60' min.</b>				6 Miles	N/A	N/A	N/A	\$ 96.00
<b>P.B. Town Docks -</b>				6.5 Miles	N/A	N/A	N/A	N/A
<b>Lake Park Harbor Marina</b>					\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00



<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>
\$ 56.31	\$ 51.91	\$ 54.47	\$ 54.46	N/A
\$ 50.91	\$ 53.33	\$ 55.71	\$ 56.88	N/A
\$ 65.28	\$ 69.40	\$ 73.37	\$ 89.85	\$ 92.84
\$ 62.18	\$ 67.00	\$ 72.51	\$ 85.50	\$ 96.00
N/A	\$ 36.60	N/A	N/A	N/A
\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50	\$39-\$50
\$ 50.14	\$ 54.17	\$ 61.76	\$ 62.03	\$ 61.27
\$ 96.00	\$ 96.00	\$ 115.50	\$ 115.50	\$ 115.50
N/A	\$ 142.50	\$ 142.50	\$ 142.50	\$ 142.50
\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00

<b>Daily/Transient - per foot per night</b>				<b>Distance from</b>			
	<b>Slip Size</b>			<b>the marina</b>	<b>30</b>	<b>40</b>	<b>45</b>
<b>Loggerhead P.B.Gardens</b>				7.5 Miles	\$3-\$5	\$3-\$5	\$3-\$5
<b>PGA/Soverel Harbor</b>				4.5 Miles	\$ 3.75	\$ 3.75	\$ 3.75
<b>North Palm Beach Marina</b>				2.9 Miles	\$ 3.50	\$ 3.50	\$ 3.50
<b>Old Port Cove Marina</b>				2.6 Miles	\$ 3.50	\$ 3.50	\$ 3.50
<b>New Port Cove Marine Center - 30' min.</b>				1 Mile	\$ 3.65	\$ 3.65	\$ 3.65
<b>Loggerhead Riviera Beach - Drystack</b>				1 Mile	N/A		
<b>Riviera Beach Marina -32' min.</b>				1.9 Mile	\$4 - \$5	\$4 - \$5	\$4 - \$5
<b>Cannon Sport</b>				2 Miles	\$3.00	\$3.00	\$3.00
<b>Sailfish Marina 30' min.</b>				2.1 miles	NON RESPONSIVE		
<b>Palm Harbor Marina 50' min.</b>				6 Miles	?	?	?
<b>P.B. Town Docks - 50' min.</b>				6.5 Miles	N/A	N/A	N/A
<b>Lake Park Harbor Marina</b>					\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25

<b>50</b>	<b>55</b>	<b>60</b>	<b>70</b>	<b>80</b>	<b>90</b>		
\$4-\$6	\$4-\$6	\$4-\$6	\$4-\$6	\$6-\$9	\$6-\$9		
\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.75	N/A		
\$ 3.50	\$ 3.50	\$ 3.70	\$ 3.70	\$ 3.70	\$ 3.70		
\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.70	\$ 3.70	\$ 3.70		
\$ 3.65	\$ 3.65	\$ 3.65	N/A	N/A	N/A		
\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5	\$4 - \$5		
\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00		
\$ 4.50	\$ 4.50	\$ 4.50	\$ 5.05	\$ 5.05	\$ 5.05		
N/A	N/A	\$ 5.75	\$ 5.75	\$ 5.75	\$ 5.75		
\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25	\$2.75-\$3.25		

[illegible]

[illegible]



[illegible]



## TOWN MANAGER COMMENTS

Item 1.

### TOWN COMMISSION MEETING Wednesday, August 2, 2023

#### HUMAN RESOURCES

##### Job Openings:

The Town is currently advertising to fill the following positions:

- Library Assistant – Children's. Hourly rate \$12.98 to \$20.12. Deadline for receipt of applications is 5:00 p.m. on **8/7/2023**.
- Sanitation Truck Operator I – Hourly rate \$15.90 to \$24.65. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Sanitation Truck Operator II – Hourly rate \$ 18.21 to \$28.22. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Stormwater Technician II – Hourly rate \$18.21 to \$28.22. Deadline for receipt of applications is 5:00 p.m. on **8/11/2023**
- Dock Attendant – Hourly rate \$15.90 to \$24.65. Deadline for receipt of applications is 5:00 p.m. on **8/15/2023**
- Senior Accountant – Salary range \$49,638.40 to \$76,939.52 per year. Deadline for receipt of applications is 5:00 p.m. on **8/15/2023**

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

#### INFORMATION TECHNOLOGY

The replacement of the audio/visual equipment in the Commission Chamber will commence on **August 17<sup>th</sup>, 2023**. It is estimated that the project will take 30 days to complete, so we plan to hold the Commission meeting on September 6<sup>th</sup>, 2023 in the Mirror Ballroom.

#### PUBLIC WORKS

Town Staff and consultants are nearing completion of a permit application to construct the much anticipated Monument Sign at the Town Hall. Once permit is issued, staff anticipates a 10-week construction period for a completion date of early October 2023.

For questions regarding this project, please contact the Department of Public Works at (561) 881-3345 or [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).



TOWN OF LAKE PARK  
 August 2, 2023  
 COMMISSIONER COMMENTS: MARY BETH TAYLOR

## Exhibit D

CELEBRATING OUR TOWN'S MULTICULTURAL POPULATION ON AMERICAN FLAG DAY  
*or another designated date.*

FEATURING/HIGHLIGHTING THE TOWN'S RICH CULTURAL DIVERSITY

*PARTICIPANTS INCLUDED BUT NOT LIMITED TO: ALL OUR FELLOW RESIDENTS, WHETHER AFRICAN AMERICANS, HAITIAN AMERICANS, JAMAICAN AMERICANS, PUERTO RICAN AMERICANS, CUBAN AMERICANS, ASIAN AMERICANS, IRISH AMERICANS, CANADIAN AMERICANS, ITALIAN AMERICANS, ETC., ALL OUR RESIDENTS, FRIENDS AND FAMILIES!*

A ALL INCLUSIVE CELEBRATION OF OUR INDIVIDUAL HERITAGES AND ESPECIALLY CELEBRATING THE RIGHTS AND PROTECTIONS THAT **OUR** CHERISHED AMERICAN FLAG PROVIDES TO EACH OF US

*Possible highlighted holidays and more*

- ✓ US FLAG DAY IS June 14
- ✓ MEMORIAL DAY IS AROUND May 30
- ✓ HAITIAN FLAG DAY **AND** US ARMED FORCES DAY IS May 18
- ✓ CANADIAN NATIONAL PATRIOTS DAY IS May 22
- ✓ JUNETEENTH is June 19
- ✓ NATIONAL US INDEPENDENCE DAY July 4<sup>th</sup>
- ✓ JAMAICAN INDEPENDENCE DAY Aug. 1 & EMANCIPATION DAY OF JAMAICA Aug 2
- ✓ PUERTO RICO CONSTITUTION DAY July 25
- ✓ LABOR DAY, Sept 4, 2023
- ✓ WOMEN'S DAY in Viet Nam Oct. 20 and International Woman's Day March 8
- ✓ CESAR CHAVEZ DAY, March 1

*QUOTE: Grant me the courage to serve others; For in service there is true life.*

*THIS IS A PARTIAL LIST, WE HAVE PLENTY OF ITALIAN, IRISH, HOLIDAYS. THE LIST GOES ON AND ON.*

POINT IS: Lake Park is a rich mix of ethnicities and cultures, each one should be recognized and celebrated equally. That is why I am proposing that the town commission approve, plan and sponsor one impressive MULTICULTURAL FAIR sometime in the spring or summer of 2024. The celebration would be all inclusive. It would replace, the not well attended, Battle of the Badges and include the exclusive Haitian Flag Day as it would be celebrated within the MULTICULTURAL FAIR.

What a great wealth of knowledge history, and fellowship we have to share with adults and children alike. I am excited, and I believe our residents will be also.

It is about time we initiate events that bring residents together for our common good. My favorite motto is **"Out of Many One People"**, *Jamaica's national motto*. Hopefully, we can borrow it until we come up with one of our own.



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 8/2/23

Item 1.

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

Name: Anthony Bontrager  
Address: 505 Crescent Circle A14

If you are interested in receiving Town information through Email, please  
provide your E-mail address: Tony Bontrager25@gmail.com

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

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

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 8/2

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

Name: Janet Kramich  
Address: 729 Cypress 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:

Resolution 51-08-23 updated Master fee  
solid waste - dumpster increase of 48% over 2022

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

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



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** 8/16/2023  
**Originating Department:** Public Works  
**Agenda Title:** Resolution Authorizing and Directing the Mayor to Execute a Contract between the Town of Lake Park and LaPorta Contracting, LLC to provide the Labor and Materials Necessary to Replace the Roof of the Lake Shore Park Tennis Pro Shop.  
**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.08.08 17:03:35 -04'00' **Date:** \_\_\_\_\_

**Cost of Item:** \$13,270.00 **Funding Source:** Special Projects Fund  
**Account Number:** 301-52-521-301-63100 **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=ou, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.08.08 16:37:47 -04'00'

**Advertised:**  
**Date:** June 11, 2023 **Newspaper:** The Palm Beach Post

**Attachments:**

1. Agenda Request Form
2. Resolution
3. Contract Agreement between the Town of Lake Park and LaPorta Contracting, Inc.
4. RFP #11-2023 Bid Package Submittal from LaPorta Contracting, Inc.

**Please initial one:**

*MP*

Yes, I have notified everyone

Not applicable in this case

### Summary Explanation/Background:

The Lake Shore Park Tennis Pro Shop is used primarily by a Tennis Pro/Organization to maintain and operate the facility and provide programs for the community. The facility is

structurally sound. Over the years following rainstorms, there have been water intrusions through the roof.

On June 12, 2023, Public Works staff published Request for Proposal (RFP) 111-2023 to solicit bids from qualified contractors to replace the Tennis Pro Shop roof. On July 12, 2023, the Town received five (5) bids, and following their review and evaluation, staff determined the bid by LaPorta Contracting, LLC, in the amount of **\$13, 270.00**, was the lowest responsive and responsible bid.

Accordingly, the Town Manager recommends the award of the Lake Shore Park Tennis Pro Shop project contract to LaPorta Contracting, LLC.

**Recommended Motion:**

**I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION 54-08-23**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND LAPORTA CONTRACTING, LLC, TO PROVIDE THE LABOR AND MATERIALS NECESSARY TO REPLACE THE ROOF OF THE LAKE SHORE PARK TENNIS PRO SHOP; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Manager has determined that there is a need to replace the roof of the Lake Shore Park Tennis Pro Shop (the “Project”); and

**WHEREAS**, the Town’s Public Works staff prepared a Request for Proposal No. 111-2023 (the RFP) to solicit bids from qualified bidders to complete the Project; and

**WHEREAS**, pursuant to the RFP, on July 12, 2023, the Town received five (5) bids; and

**WHEREAS**, following the review and evaluation of the five bids, the Public Works staff determined that the bid provided by LaPorta Contracting, LLC, (the “Contractor”), in the amount of \$13,270.00, was the lowest responsive and responsible bid to the RFP; and

**WHEREAS**, in its response to the RFP, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the labor and materials for the Project; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with the Contractor for the provision of labor and materials for the Project.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract between the Town and LaPorta Contracting, LLC, for the provision of labor and materials for the replacement of the roof of the Lake Shore Park Tennis Pro Shop. A copy of the contract is attached hereto and incorporated herein as Exhibit A.

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

**CONTRACT TO PROVIDE LABOR AND MATERIALS  
FOR THE REPLACEMENT OF THE LAKE SHORE PARK  
TENNIS PRO SHOP ROOF**

**THIS CONTRACT FOR THE PROVISION OF PRO SHOP ROOF REPLACEMENT (CONTRACT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and LaPorta Contracting, LLC, with an address of 1975 East Sunrise Blvd Suite 822, Fort Lauderdale, Florida 33304 ("Contractor") (collectively "the Parties").

**WITNESSETH THAT:**

**WHEREAS**, the Town of Lake Park (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 private corporations, or other persons; and

**WHEREAS**, the Town Manager has determined that there is a need to replace the roof of the Lake Shore Park Tennis Pro Shop (the "Project"); and

**WHEREAS**, the Town staff prepared a Request for Proposal No. 111-2023 (the RFP) to solicit bids from qualified bidders to complete the Project; and

**WHEREAS**, pursuant to the RFP, on July 12, 2023, the Town received five (5) bids; and

**WHEREAS**, following the review and evaluation of the five bids, the Town's Public Works staff determined that the bid provided by LaPorta Contracting, LLC (the "Contractor"), in the amount of \$13,270.00, was the lowest responsive and responsible bid; and

**WHEREAS**, in its response to the RFP, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the labor and materials for the Project; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC, for the provision of labor and materials associated with the Project.

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

## **1. RECITALS**

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

## **2. PROJECT AND CONTRACT AMOUNT**

The Project requires the Contractor to provide all labor and material for the Project. The Town shall pay the Contractor an amount not exceed \$13,270.00 for the Project.

## **3. LAWS AND REGULATIONS**

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

## **4. LICENSES, PERMITS AND FEES**

The Contractor shall hold and maintain all licenses and/or certifications necessary to perform the labor and materials for the Project and shall obtain and pay for all permits and/or inspections for the Project. Damages, penalties, and/or fines incurred by or imposed on the Town for the Contractor's failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

## **5. SUBCONTRACTING**

The Contractor shall provide to the Town a list of the subcontractors the Contractor intends to use to complete the Project. All subcontractors shall be subject to the Town's approval.

## **6. ASSIGNMENT**

The Contractor shall not assign or transfer the Contract, including any rights, title, or interest therein, or its power to perform the Contract to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town shall be null and void and may result in the Town's termination of the Contract.

## **7. CONTRACTOR'S RESPONSIBILITIES AS EMPLOYER**

The employees of the Contractor shall be considered to be at all times to be its employees and shall not be considered to be employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the labor and materials for the Project. The Town may require the Contractor to remove any employee the Town deems, in its sole discretion, to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

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



## 8. INDEMNIFICATION AND INSURANCE

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

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

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

The Contractor shall provide insurance coverage as follows:

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



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

## **9. MODIFICATION OF CONTRACT**

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

## **10. TERMINATION FOR CONVENIENCE**

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

## **11. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Contract before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to complete the Project. All costs associated with the Town's replacement of the Contractor and completion of the Project shall be the responsibility of the Contractor.

## **12. AUDIT OF RECORDS**

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

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

## **13. OFFICE OF THE INSPECTOR GENERAL**

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

## **14. BINDING EFFECT**

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

#### **15. SEVERABILITY**

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

#### **16. GOVERNING LAW AND VENUE**

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

#### **17. ATTORNEY'S FEES**

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

#### **18. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

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

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

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

#### **19. NO DISCRIMINATION CLAUSE**

The Contractor shall not discriminate against any employee for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to

ensure that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

## **20. MINIMUM WAGE REQUIREMENTS**

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

## **21. PUBLIC RECORDS**

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

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the Contactor/Vendor does not transfer the records which are part of this Contract to the Town.
- d. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Contract, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Contract, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request

from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

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

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Roger Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

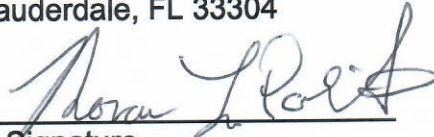
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023 by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

LaPorta Contracting, LLC  
1975 East Sunrise Blvd Suite 822  
Fort Lauderdale, FL 33304

By:   
Signature

Its: Owner  
Title

Thomas LaPorta  
Written Name

**TOWN OF LAKE PARK  
REQUEST FOR PROPOSAL (RFP) 111-2023  
TOWN OF LAKE PARK PRO SHOP ROOF REPLACEMENT**

The Town of Lake Park is soliciting proposals from qualified and experienced roofing contractors to replace the existing Pro Shop roof.

**PROJECT SCOPE & LOCATION**

**Roof Demolition & Re-Installation**

The scope of services includes but is not limited to the demolition and removal of the existing roof and debris, roof dry-in, installation of flashings, vents, drip edge secondary water barrier, and installation of clay roof tiles.

**Project Location:** 701-A Lake Shore Drive, Town of Lake Park, Florida 33403

Request for Proposal documents is available beginning June 12, 2023, at 9:00 AM EDT at [www.demandstar.com](http://www.demandstar.com).

Proposals must be submitted digitally at [www.demandstar.com](http://www.demandstar.com) before 2:00 P.M. Local Time, on July 12, 2023. Proposals submitted in any other format other than the one specified above, and proposals submitted late will not be accepted.

**No Pre-Proposal Meeting is scheduled.** Bidders are highly encouraged to visit the project site prior to responding to this RFP to ensure all project costs are included in the proposal. Please contact Public Works at (561) 881-3345 to schedule a project site visit.

All Proposers are advised to closely examine the Solicitation package and to become familiar with the scope of services in this solicitation. Any questions regarding the completeness or substance of the Solicitation package or specifications must be submitted to the Town of Lake Park Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) by June 26, 2023, at 2:00 PM EDT.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the equipment purchase on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Proposal.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

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TOWN OF LAKE PARK, FLORIDA  
Vivian Mendez, Town Clerk  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403  
Published on: June 6, 2023

**REQUIRED FORMS TO BE SUBMITTED WITH THE PROPOSAL**

**Contractors Roofing License**

Insert a copy of current licenses

**Contractors Certificate of Insurance**

Insert a copy of Certificate of Insurance document

**Contractor W-9 Form**

Insert a copy of W-9 form





Google Earth

20 m

Camera: 203 m 26°47'54"N 80°03'10"W

1 m

401



**Minutes**  
**Town of Lake Park, Florida**  
**Lake Park Pro Shop Re-Roof**  
**Project 111-2023**  
**Wednesday, July 12, 2023 at 2:00 PM**  
**Commission Chamber, Town Hall,**  
**535 Park Avenue, Lake Park, FL 33403**

The Lake Park Pro Shop Re-Roof Project opening was conducted on Wednesday, July 12, 2023 at 2:00 P.M. Present were Town Clerk Vivian Mendez and Deputy Town Clerk Laura Weidgans

Town Clerk Mendez called the meeting to order and announced that the Town received five (5) submittals.

1) LaPorta Contracting 1975 East Sunrise Blvd Suite 822 , Fort Lauderdale, Florida 33304 (\$13,270.00)

2) DMS CONTRACTORS LLC. 4100 Hollywood Blvd., Suite 200 , Hollywood, Florida 33020 (\$16,854.00)

3) Creative Contracting Group 3141 Fortune Way SUITE 16 , Wellington, Florida 33414 (\$18,900.00)

4) Arz Builders,inc. 1515 N. Federal Hwy#300 , Boca Raton, Florida 33432 (\$25,750.00)

5) Big Country Contracting. 110 E Broward Blvd STE 1700, Fort Lauderdale, Florida 33301 (\$33,500.00)

**ADJOURNMENT:**

The meeting adjourned at 2:03 P.M.

**Vivian**

**Mendez, MMC**

Digitally signed by Vivian Mendez, MMC  
 DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town Clerk,  
 email=vmendez@lakeparkflorida.gov, c=US  
 Date: 2023.07.12 14:52:06 -04'00'

Town Clerk Vivian Mendez

**Laura Weidgans**

Digitally signed by Laura Weidgans  
 DN: cn=Laura Weidgans, o=Town of Lake Park,  
 ou=Deputy Town Clerk,  
 email=lweidgans@lakeparkflorida.gov, c=US  
 Date: 2023.07.12 14:33:57 -04'00'

Deputy Town Clerk Laura Weidgans





Office of the  
Town Clerk

June 18, 2023

## NOTICE OF INTENT TO AWARD

Pursuant to the Town of Lake Park, notice is provided as follows:

### **Request for Proposals (RFP) No. 111-2023** Pro Shop Roof Replacement

Bid Opening Date and Time: Wednesday, July 12, 2023, at 2:00 pm local time.

The Town of Lake Park intends to award the Pro Shop Roof Replacement project contract to:

### **LaPorta Contracting**

- 1) For the submitted Total Bid Amount of \$ 13,270.00
- 2) This Notice is subject to approval by the Lake Park Town Commission.

Sincerely,  
**Town of Lake Park**

Digitally signed by Roberto Travieso  
DN: cn=Roberto Travieso, o=Town of Lake  
Park, ou=Department of Public Works,  
email=rtravieso@lakeparkflorida.gov, c=US  
Date: 2023.07.18 14:33:24 -04'00'

**ROBERTO F. TRAVIESO, MPA**  
Public Works Director

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

Date: \_\_\_\_\_

**Vivian Mendez,**

Signed By: **MMC**

Vivian Mendez, MMC  
Town Clerk

Digitally signed by Vivian Mendez, MMC  
DN: cn=Vivian Mendez, MMC, o=Town of Lake  
Park, ou=Town Clerk,  
email=vmendez@lakeparkflorida.gov, c=US  
Date: 2023.07.18 14:49:36 -04'00'

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

# Tabulation Sheet

Item 2.

**Agency Name** Town of Lake Park

**Bid Number** RFP-111-2023-0-2023/DB

**Bid Name** Pro Shop Roof Replacement

**Bid Due Date** 07/12/2023 14:00:00 Eastern

**Bid Opening** Closed

5 responses found. ✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Arz Builders,inc.	07/11/2023 21:19:23 Eastern	1515 N. Federal Hwy#300, Boca Raton, FL, 33432	\$25750.0000	0.0000		Certificate of Insurance W-9 form	✓ ✓
2	Big Country Contracting	07/11/2023 13:51:41 Eastern	110 E Broward Blvd, STE 1700, Fort Lauderdale, FL, 33301	\$33500.0000	0.0000		Certificate of Insurance W-9 form	✓ ✓
3	Creative Contracting Group	07/12/2023 08:45:19 Eastern	3141 Fortune Way SUITE 16, Wellington, FL, 33414	\$18900.0000	0.0000	Small Business, Woman Owned	Certificate of Insurance W-9 form	✓ ✓
4	DMS CONTRACTORS LLC	07/12/2023 09:44:04 Eastern	4100 Hollywood Blvd., Suite 200 , Hollywood, FL, 33020	\$16854.0000	0.0000		Certificate of Insurance W-9 form	✓ ✓
5	LaPorta Contracting	07/12/2023 12:05:01 Eastern	1975 East Sunrise Blvd Suite 822, Fort Lauderdale, FL, 33304	\$13270.0000	0.0000	Small Business	Certificate of Insurance W-9 form	✓ ✓



# LaPorta Contracting

## RESIDENTIAL & COMMERCIAL

**State of Florida Certified Roofing and General Contractors**

CGC1529763 | CCC1331235 | CBC1261308

### **New Roof Written Estimate**

Date: August 9, 2023

Re: Lake Park Pro Shop Roof Replacement RFP #: 111-2023

Customer: Town of Lake Park

Job Address: 701 Lake Shore Drive Lake Park, FL 33403

LaPorta Contracting proposes to remove all roofing material on the Pro Shop Building and install new **Santa Fe Tiles with a limited lifetime warranty**, installed using the latest State of Florida Building Code approved materials and methods, and as per bid document RFP #: 111-2023.

*New roof will carry a 10-year warranty from LaPorta Contracting covering 100% of workmanship and a Limited Lifetime Warranty from Manufacturer.*

#### **HIRE ONLY LICENSED CONTRACTORS**

CGC1529763 | CCC1331235 | CBC1261308

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

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

Email | [thomas@laportacontracting.com](mailto:thomas@laportacontracting.com)

Billing | [accounting@laportacontracting.com](mailto:accounting@laportacontracting.com)

Website | [www.laportacontracting.com](http://www.laportacontracting.com)



# LaPorta Contracting

## RESIDENTIAL & COMMERCIAL

### Scope of work:

- Remove roofing from the Pro Shop building
- Install code approved underlayment
- Install all new copper flashings
- Install approved roof tiles (Santa Fe)
- Leave job clean of all debris

**Total Cost \$13,270.00**

Owner Printed Name\_\_\_\_\_

Owner Signature\_\_\_\_\_Date\_\_\_\_\_

Contractor Representative\_\_\_\_\_

#### HIRE ONLY LICENSED CONTRACTORS

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Email | [thomas@laportacontracting.com](mailto:thomas@laportacontracting.com)

Billing | [accounting@laportacontracting.com](mailto:accounting@laportacontracting.com)

Website | [www.laportacontracting.com](http://www.laportacontracting.com)



# LaPorta Contracting

## RESIDENTIAL & COMMERCIAL

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

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

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

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

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

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

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

### HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

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

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

Email | [thomas@laportacontracting.com](mailto:thomas@laportacontracting.com)

Billing | [accounting@laportacontracting.com](mailto:accounting@laportacontracting.com)

Website | [www.laportacontracting.com](http://www.laportacontracting.com)



# LaPorta Contracting

## RESIDENTIAL & COMMERCIAL

### Renewed Advertising Requirements for Contractors

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

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

#### HIRE ONLY LICENSED CONTRACTORS

CGC1529763 | CCC1331235 | CBC1261308

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

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

Email | [thomas@laportacontracting.com](mailto:thomas@laportacontracting.com)

Billing | [accounting@laportacontracting.com](mailto:accounting@laportacontracting.com)

Website | [www.laportacontracting.com](http://www.laportacontracting.com)





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

**PROJECT:**  
**Town of Lake Park Pro Shop Roof Replacement**  
**RFP #: 111-2023**

## **ADDENDUM #1:**

**June 15, 2023**

**Question 1:** *Please advise on the following: Does the town prefer the Vereia or the Santa Fe (S) shaped tile.*

**Response:** Both Vereia and Santa Fe S tile shape are acceptable. It is important to try and match the color of the existing roof tile (and those of adjacent buildings). Maybe color match will drive the decision as to which tile will be the better selection.

**Question 1:** *In the Google picture the small blue arrow is over one of the 3 buildings. Are you re-roofing that building or all three shown in the picture?*

**Response:** Only the building shown by the blue dot is included under this bid project. See attached photo for further clarification.

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

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

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

Signed By: Vivian Mendez, MMC  
 Vivian Mendez, MMC  
 Town Clerk

Date: 7/12/23  
 Digitally signed by Vivian Mendez, MMC  
 DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town Clerk, email=vmendez@lakeparkflorida.gov, c=US  
 Date: 2023.06.15 10:21:08 -04'00'

### **Bidder Acknowledgement of Receipt of Addendum #1:**

Company Name: LaPorta Contracting

Authorized Signature: 

Print Name: Thomas LaPorta

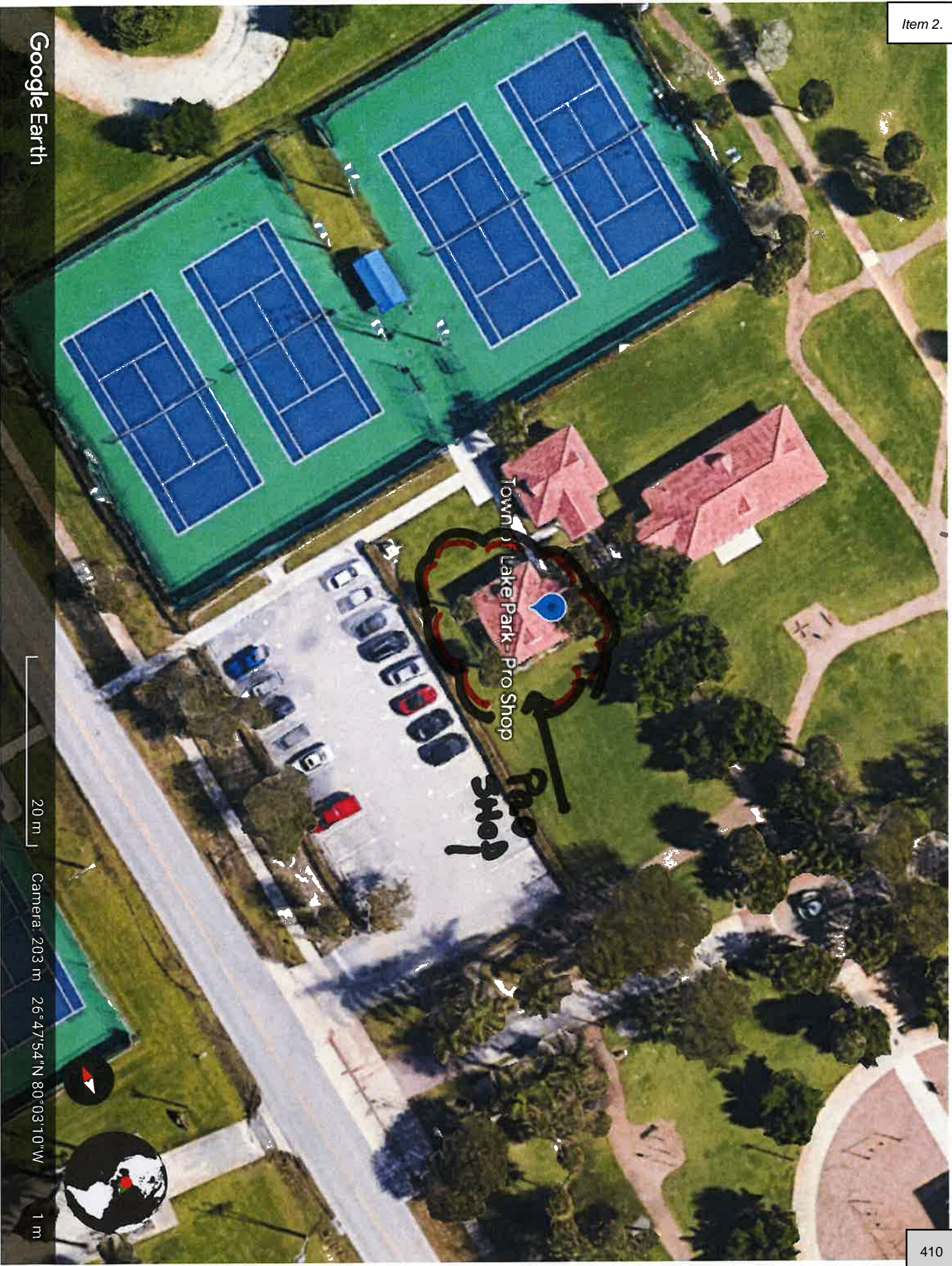
Title: Owner

Date: 7/12/23

End of Addendum No. 1



Item 2.



Google Earth

20 m Camera: 203 m 26°47'54"N 80°03'10"W 1 m



# CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
7/12/20  
Item 2.

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

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

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

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			MQ00438080-006	10/12/22	10/12/23	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ 5,000	
	<input type="checkbox"/> General Liab		PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>			648872598	12/12/22	12/12/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)				\$	
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b>			648880170	02/26/23	02/26/24	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>		AGGREGATE				\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER****CANCELLATION**TOWN OF LAKE PARK  
535 Park Ave  
Lake Park, FL 33403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gloria Justiniano







Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 2.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LAPORTA, THOMAS J**

LAPORTA CONTRACTING LLC  
3015 N OCEAN BLVD 12G  
FORT LAUDERDALE FL 33308

**LICENSE NUMBER: CCC1331235**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 2.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LAPORTA, THOMAS J**

LAPORTA CONTRACTING LLC  
3015 N OCEAN BLVD 12G  
FORT LAUDERDALE FL 33308

**LICENSE NUMBER: CGC1529763**

**EXPIRATION DATE: AUGUST 31, 2024**

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

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-size: 1.2em;">Thomas LaPorta</div>	
<b>2</b> Business name/disregarded entity name, if different from above <div style="text-align: center; font-size: 1.2em;">LaPorta Contracting</div>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b>  <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>   <input type="checkbox"/> Other (see instructions) ▶         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <div style="text-align: center; font-size: 1.2em;">1975 East Sunrise Blvd Ste 822</div>	<b>Requester's name and address (optional)</b>  
<b>6</b> City, state, and ZIP code <div style="text-align: center; font-size: 1.2em;">Fort Lauderdale, FL 33304</div>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	1		2	3	2	8	6	4	3

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶ **7/12/2023**

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Agenda Request Form

high-priority stormwater infrastructure projects all under a single, flexible contract that Clay County, Florida, publicly and competitively solicited for Inliner Solutions, LLC (the “Contractor”), to provide the County with Stormwater pipe cured-in place rehabilitation services (**Attachment 4**).

Clay County, Florida awarded the Agreement to the Contractor, with a two-year term, effective May 1, 2023, through May 1, 2025.

The Contractor is willing to extend the same advantageous pricing, terms and conditions found within the Clay County, Florida agreement to the Town of Lake Park.

Staff envisions utilizing this contract, beginning on August 17, 2023, to complete several pending stormwater infrastructure rehabilitative projects.

These repairs will come before the Commission later, as appropriate, for individual work authorization.

**Recommended Motion:**

**I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_**

## RESOLUTION 55-08-23

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH INLINER SOLUTIONS, LLC, TO PROVIDE THE TOWN WITH STORMWATER PIPE CURED-IN PLACE REHABILITATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is empowered to enter into contracts with private corporations and businesses; and

**WHEREAS**, Clay County, Florida, solicited bids as part of a competitive solicitation and awarded a bid to Inliner Solutions, LLC, (Contractor) to provide stormwater pipe cured-in place rehabilitation services in accordance with Agreement No. 2022/2023-193; and

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

**WHEREAS**, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to Clay County for the same pricing, terms, and conditions as are set forth Agreement Number 2022/2023-193; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute an agreement with the Contractor for stormwater pipe cured-in place rehabilitation services. The agreement shall be based upon the same terms, pricing, and

conditions as contained in Agreement Number 2022/2023-193. A copy of the Clay County contract is attached hereto and incorporated herein as Exhibit A.

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





Inliner Solutions  
4520 North State Road 37  
Orleans, IN 47452

812.865.3232

August 2, 2023

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Re: Town of Lake Park Contract

My name is Denise C. McClanahan, and I am Chief Operating Officer of Inliner Solutions, LLC. I am authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company relating to any and all domestic construction projects arising out of the Company's operations.

Further, under Company policy, I am authorized to and hereby delegate my authority to bind the Company to Daniel Banken, Area Director with the Company, for the purpose of submitting a bid for the above-referenced project.

Sincerely,

*Denise McClanahan*

---

Denise C. McClanahan  
Chief Operating Officer  
Inliner Solutions, LLC.

**AGREEMENT FOR STORMWATER PIPE CURED-IN PLACE  
REHABILITATION SERVICES.**

**THIS AGREEMENT TO PROVIDE STORMWATER PIPE CURED-IN PLACE REHABILITATION SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park, a municipal corporation of the state of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771 ("Contractor"), (collectively the Parties).

**WITNESSETH THAT:**

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

**WHEREAS**, the Town is empowered to enter into contracts with private corporations and businesses; and

**WHEREAS**, Clay County, Florida, solicited bids as part of a competitive solicitation and selected the Inliner Solutions, LLC, (Contractor) to provide stormwater pipe cured-in place rehabilitation services in accordance with Agreement No. 2022/2023-193; and

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

**WHEREAS**, the Contractor has agreed to provide the same services to the Town as it agreed to provide to Clay County for the same pricing, terms, and conditions set forth Agreement No. 2022/2023-193; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

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

1. The Contractor shall provide stormwater pipe cured-in place rehabilitation services to the Town based upon the same terms, conditions, and pricing as it agreed to provide to Clay County, Florida, in accordance with Agreement No. 2022/2023-193, a copy of which is attached hereto and incorporated herein.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain all public records required by the Town to perform the services which are the subject of this Agreement.
  - b. Upon the request of the Town, provide any such public records to the Town, or any person requesting the same.
  - c. Ensure that any public records that are exempt remain confidential from disclosure and shall not be produced or disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement.
  - d. Upon the completion of the services to be performed associated with the Agreement, transfer, at no cost, to the Town all public records in the Contractor's possession; or keep and maintain the public records associated with the services upon request by the Town or any person. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that it has retained that are exempt from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of Agreement No. 2022/2023-193 which it entered into with Clay County, Florida in May 2023, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the stormwater pipe cured-in place rehabilitation services of the Contractor based upon the same terms, pricing, and conditions as set forth in Agreement No. 2022/2023-193.
5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.

6. Notices to the Contractor and Town shall be directed to the addresses reflected at the beginning of this Agreement.
7. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Roger Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023 by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Inliner Solutions, LLC

By: \_\_\_\_\_

Its: Area Director

Daniel Banken

Printed

**Clay County Agreement/Contract No. 2022/2023 – 193**

**AGREEMENT FOR CURED-IN PLACE PIPE SERVICES  
FOR AMERICAN RESCUE PLAN ACT PROJECTS  
[Inliner Solutions]**

This Agreement for Cured-In Place Pipe Services for American Rescue Plan Act Projects (“Agreement”) is made and entered into as of the 1 day of May, 2023 (“Effective Date”) between Inliner Solutions, LLC, an Indiana Limited Liability Company authorized to transact business in Florida (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the COVID-19 pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

**WHEREAS**, the County is a recipient of SLFRF funds awarded by the U.S. Department of the Treasury (“Treasury”) and disbursed to the County by the State of Florida, through the Florida Division of Emergency Management (“Division”); and

**WHEREAS**, ARPA requires that SLFRF funds be used for costs incurred on or after March 3, 2021 and ending December 31, 2024 with all funds being expended no later than December 31, 2026; and

**WHEREAS**, the Treasury has adopted a final rule effective April 1, 2022 that implements the SLFRF Funds established under ARPA (“Final Rule”); and

**WHEREAS**, the Treasury’s Final Rule provides that SLFRF funds may be used to make necessary investments in water, sewer, or broadband infrastructure, and provides additional categories for eligible water and sewer projects including stormwater; and

**WHEREAS**, the County issued a Request for Bid, Bid No.: 22/23-21 (“Bid”), to engage contractors to provide Cured-In Place Pipe (“CIPP”) Services at various locations throughout the County in conjunction with the County’s needs on an as needed basis in accordance with the specifications set forth in the Bid; and

**WHEREAS**, the Contractor responded to the Bid (“Contractor’s Response”) with a proposal to offer the requested services at the Unit Cost Prices set forth in the Bid Price Tables; and

**WHEREAS**, the County evaluated the proposals submitted and awarded the Bid to the Contractor as one of the two lowest, responsive, and responsible Bidders; and

**WHEREAS**, the Contractor is licensed and qualified to provide the services under this Agreement; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions set forth in the Bid and Attachments thereto and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, a portion of the SLFRF funds allocated to the County will be used to fund the services, in whole or in part, provided under this Agreement; and

**WHEREAS**, the County reserves the right to have other contracts for CIPP Services; and

**WHEREAS**, the Contractor desires to provide the services to the County as set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

## **SECTION 1. PROJECTS**

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work and labor required to furnish and install Cured-In Place Pipe (CIPP) lining along with providing Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items at various locations throughout the County on an as needed and as assigned basis (each a "Project"). Lump sum pricing for Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items shall be negotiated on a per Project basis. Projects will be assigned by the County on a per Project and as needed basis as described in Section 2.

1.2. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Teresa Gardner, Public Works Director or designee.

## **SECTION 2. SCOPE OF WORK**

2.1. The scope of work to be performed and provided by the Contractor for each assigned Project is set forth in the Bid Scope of Work attached hereto as **Attachment A**, the Scope developed for each Project, and the Purchase Order and Notice to Proceed issued by the County for the Project. The term "Work" means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement. The Work will take place in roadways, right-of-ways, easements, and County-owned property throughout Clay County.

2.2. When Work is needed by the County, the County will solicit final estimates from its CIPP contractors based on the Scope and preliminary estimate developed for each Project. The

preliminary estimate will be developed by the County for each Project using the Unit Cost Prices in the Bid Price Tables provided by the Contractor attached hereto as **Attachment B**. The contractors will be asked to finalize their estimates with site specific Lump Sum Prices for items that do not have established Unit Cost Prices, which includes, Mobilization, Maintenance of Traffic, Dewatering, Environmental Compliance, Q.C. testing, and Miscellaneous Non-Bid Items. The Contractor's final estimates for a Project shall include the Unit Cost Prices and Lump Sum Prices and shall be provided to the County within the time frame established by the Project Manager. The County will evaluate the final estimates received and will assign each Project under this Agreement via a Purchase Order to the contractor with the lowest final estimate and availability to perform the Project in an acceptable timeframe. Within 7 calendar days of the Purchase Order, the Contractor shall provide the (1) Project start date, (2) estimated Project duration, and (3) Project Schedule to the Project Manager for review and approval. If the County agrees to the Project Schedule, a Notice to Proceed for the Project will be issued to the Contractor. The County may assign multiple Projects simultaneously during the term of this Agreement.

2.3. In providing the Work, the Contractor must:

- A. Be familiar with the Project, specifications, deadlines, requirements, and the conditions under which the Work is to be completed.
- B. Keep the Project Manager apprised of the progress of any Project or Work, working conditions, changes in service or scope, or any actions associated with an assigned Project.
- C. Meet with the Project Manager as needed and as arranged by the parties to review the status of the Work, Project, upcoming critical activities, and overall performance.
- D. Comply with and ensure the Work is performed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Roads and Bridge Construction.
- E. Obtain all required permissions, permits, and inspections.
- F. Coordinate work days and hours with the Project Manager.
- G. Coordinate with the Project Manager all pre-lining and post-lining video inspection(s). Complete any items on the punch list generated from the inspection(s).
- H. Notify the Project Manager once all Work is completed for a Project and the Contractor is ready for a final inspection.
- I. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

2.4. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work assigned under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. The Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

2.5. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

2.6. The Contractor acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, regulations, and executive orders applicable to the Work performed under this Agreement. Any express reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

2.7. The County, by virtue of this Agreement, gives the Contractor no guarantee of any work or any specific amount of work or Purchase Orders that may be issued or assigned during the term of this Agreement. The parties agree that the County shall retain the absolute right to eliminate any or all Work associated with this Agreement or an assigned Project without penalty or liability for any claims for anticipated overhead or profits. Furthermore, the County reserves the right to increase, decrease, add to, substitute, or delete any or all of the items in the estimate of approximate quantities as shown in the Bid Price Tables.

2.8. The Work will be provided by the Contractor on a non-exclusive basis. Either party may enter into agreements with other parties for services similar to the work and services that are subject to the Agreement. The County reserves the right to make Project assignments based solely on its judgment. In making project assignments, the County may consider the contractor's capabilities and resources, record in providing qualified and experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the contractor and their personnel on County projects. Additionally, the County reserves the right to have other contracts for CIPP Services and further reserves the right to assign non-ARPA related Projects under this Agreement when it is in the best interest of the County to do so.

2.9. The County may conduct performance evaluations at any time during performance of the Work and at the completion of each assigned Project.



### **SECTION 3. ADDITIONAL WORK AND FEES**

3.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County or an assigned Project, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

### **SECTION 4. TERM AND TIMELY PERFORMANCE**

4.1. The Agreement term shall begin on the Effective Date and shall remain in effect for a period of two years from the Effective Date, unless otherwise terminated as provided herein. The County has the option to renew the Agreement for two additional one year periods if it is deemed to be in the County's best interest to do so.

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work associated with a Project. The Contractor agrees to timely perform all necessary Work to complete each assigned Project in accordance with this Agreement, Scope of Work, Project Schedule, and Purchase Order/Notice to Proceed.

### **SECTION 5. PAYMENT FOR WORK**

5.1. Payment for Work performed by the Contractor for a Project assigned under this Agreement will be made by the County to the Contractor for all Work actually authorized and performed at the Unit Cost Prices for the items listed in **Attachment B** in the quantities actually provided (as opposed to the estimated quantity) and Lump Sum Prices established for the assigned Project upon presentation of an Invoice submitted to the County in accordance with Section 6.

5.2. Whenever any change or combination of changes in the scope of work results in an increase or decrease in the original descriptions or quantities, and the work added or eliminated is of the same general character and quantity as that shown in the scope of work or Purchase Order, the Contractor shall accept payment in full at the original unit/description prices for the actual quantities of Work performed.

5.3. The County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, equipment, supplies, labor, travel, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, employment of additional personnel to accomplish a Project, overtime, delivery charges, and other items or requirements to complete the Work associated with a Project as any and all costs or expenses incurred by the Contractor are to be included as part of the Unit Cost Prices and Lump Sum Prices associated with each assigned Project.

## SECTION 6. PAYMENT PROCEDURES

6.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Work rendered for an assigned Project to the date of the Invoice, based on the final costs set forth in the Purchase Order, less requests previously submitted and payments made.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor’s name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
- 4) The period of the Work covered by the Invoice.
- 5) The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
- 7) The Contractor must provide any additional documents, certificates, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

6.4. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements

of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

6.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.8. The County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

- 1) Defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- 2) Claims of third parties against the County or County property;
- 3) Failure by the Contractor to pay subcontractors or others in a prompt and proper fashion;
- 4) Persistent failure to carry out the Work in accordance with the Bid; or

- 5) Damage to the County or a third party to whom the County may be liable.

6.9. Final Payment for an assigned Project. Subsequent to completion of the Work for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Contractor. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. After final payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation, and (ii) the cost of reimbursing the Contractor is within the Contract Price. It is agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the following items have been completed and/or submitted to and approved by the County in proper form and substance:

- 1) Final accounting addressed above;
- 2) Final inspection;
- 3) Completion of punch list generated from final inspection;
- 4) Final acceptance by the County of the Project;
- 5) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- 6) Contractor's warranty and any warranties from third parties; and
- 7) Certificate/Affidavit of Final Payment for the assigned Project.

6.10. It is agreed and understood that the acceptance of the final payment by the Contractor for an assigned Project shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished for an assigned Project under this Agreement.

## **SECTION 7. CHANGE ORDERS**

7.1. Change Orders shall be used when necessary to clarify the Work; to provide for a change in the Work; to provide for a change in quantity; to provide for an adjustment to the Unit Cost Prices or Lump Sum Prices; to provide for a time extension or change in the Project Schedule; to settle contract claims; to provide for unforeseen circumstances; and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and

reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

7.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

## **SECTION 8. INSURANCE**

8.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

b. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation      Statutory limits
- Employers Liability      \$100,000 Each Accident  
\$500,000 Disease Policy  
\$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

d. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

8.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Work, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

8.3. The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, Bid number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

8.4. The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

8.5. The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

8.6. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

8.7. It is the Contractor's responsibility to ensure that all independent and subcontractors comply with the insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## **SECTION 9. INDEMNIFICATION; SOVEREIGN IMMUNITY**

9.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

9.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

9.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

9.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 10. DEFAULT AND TERMINATION**

10.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to comply with the Project Schedule; fails to perform the Work with sufficient and/or properly skilled workmen or with sufficient materials or equipment; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

10.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

10.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of



termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

10.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

10.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

10.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

## **SECTION 11. SUBCONTRACTORS**

11.1. The Contractor shall obtain prior written authorization from the County for the utilization of any subcontractors in connection with the Work to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

11.2. Any subcontractor utilized by the Contractor, shall be supervised and compensated by the Contractor. The Contractor will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

11.3. The Contractor shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

11.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

11.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

## **SECTION 12. AUTHORITY TO SUSPEND WORK**

12.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, unsafe condition or situation exists, conditions which are considered unfavorable for the prosecution of the Work, or if the County is prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County. In the event of any such suspension, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Project will be extended to such reasonable time as the County may determine and will be set forth in writing. The Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work.

## **SECTION 13. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY**

13.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

13.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property.

13.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been

damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

#### **SECTION 14. AUDIT OF CONTRACTOR'S RECORDS**

14.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the State of Florida through the Division, the Florida State Auditor General (or designee), and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request.

14.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

14.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

14.4. The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

14.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

#### **SECTION 15. TAXES**

15.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

#### **SECTION 16. APPROPRIATED FUNDS**

16.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

## **SECTION 17. SCRUTINIZED COMPANIES CERTIFICATION**

17.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

## **SECTION 18. E-VERIFY REQUIREMENT**

18.1. Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

## **SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS**

19.1. The Contractor acknowledges that SLFRF funds as established by ARPA may be used by the County to pay for Work provided under this Agreement.

19.2. The Contractor acknowledges that the County as a recipient of SLFRF funding must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by the Treasury.

19.3. The Contractor hereby certifies that the Certification Regarding Debarment, Suspension, and Ineligibility; Anti-Lobbying Certification; and Conflict of Interest Disclosure Form attached hereto as **Attachment C**, **Attachment D**, and **Attachment E**, respectively, that were executed by the Contractor in response to the Bid are still valid and are incorporated herein by reference.

19.4. To the extent applicable to the Work provided under this Agreement, the Contractor agrees to comply with and shall require its subcontractors to comply with ARPA Federal Guidelines, attached hereto as **Attachment F**; 31 CFR Part 35, Subpart A addressing Coronavirus State and Local Fiscal Recovery Funds; any interpretive guidance and regulations related to Coronavirus State and Local Fiscal Recovery Funds, including such guidance and regulations issued by the Treasury; and the Award Terms and Conditions for SLFRF. The Contractor further acknowledges that the SLFRF funding allocated to the County is subject to 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” including Appendix II attached hereto as **Attachment G**, and the Uniform Guidance at 2 CFR 200.331 – 200.333. The Contractor agrees to comply with 2 CFR Part 200 to the extent applicable to the Work provided by the Contractor under this Agreement.

19.5. If the Contractor enters into any contracts or agreements with any third parties, subcontractors, subconsultants, etc., then the Contractor agrees to include in the contract or agreement that the subcontractor is bound by the terms of this Agreement and by all applicable federal, state, and local laws and regulations. Additionally, any such contract or agreement must attach and incorporate the Attachments identified in this Agreement.

## **SECTION 20. NON-DISCRIMINATION**

20.1. In performance of this Agreement, the Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

## **SECTION 21. NOTICE**

21.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal

Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Inliner Solutions, LLC  
2531 Jewett Lane  
Sanford, FL 32771  
Attention: Eve Tinis and  
Daniel Banken

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

## **SECTION 22. PUBLIC RECORDS**

22.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Work required under 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, Florida Statutes, 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 Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of

the Agreement, the Contractor 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.

22.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

22.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

## **SECTION 23. WARRANTIES AND REPRESENTATIONS**

23.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform the Work, duties and obligations under this Agreement.

23.2. The Contractor binds itself to use such materials and to so construct the Work and improvements of each assigned Project that same will be and remain in good repair and condition and free from any defects that will impair its usefulness for a period of two (2) years after acceptance of all improvements by the County. Should the Work and improvements become defective, at any time during this period, in the reasonable and good faith judgment of the County, whose judgment shall be final and conclusive, then the County shall provide written notice to the Contractor to repair such Work and improvements or portions thereof, or to

reconstruct the Work and improvements or portions thereof and put same in satisfactory and good condition. The Contractor shall promptly comply therewith at its sole cost and expense. Nothing herein shall diminish any original manufacturer's warranties.

23.3. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

23.4. All material, equipment, or other special warranties required by the Agreement or applicable to the Work shall be issued in the name of the County, or shall be transferable to the County.

23.5. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

#### **SECTION 24. WASTE AND HAZARDOUS MATERIAL DISPOSAL**

24.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

#### **SECTION 25. PUBLIC ENTITIES CRIMES**

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

25.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

25.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of



money involved or whether the Contractor has been placed on the convicted vendor list.

25.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

## **SECTION 26. SUSPENSION AND DEBARMENT**

26.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

## **SECTION 27. INDEPENDENT CONTRACTOR**

27.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

## **SECTION 28. NO ASSIGNMENT**

28.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

## **SECTION 29. NO THIRD-PARTY BENEFICIARIES**

29.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

## **SECTION 30. CONFLICT OF INTEREST**

30.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor’s duties and obligations provided under this Agreement.

## **SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT**

31.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing

additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

## **SECTION 32. FURTHER ASSURANCES**

32.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

## **SECTION 33. REMEDIES**

33.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

## **SECTION 34. GOVERNING LAW AND VENUE**

34.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

## **SECTION 35. ATTORNEYS' FEES**

35.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

## **SECTION 36. WAIVER**

36.1. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

## **SECTION 37. SEVERABILITY**

37.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

## **SECTION 38. HEADINGS**

38.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

## **SECTION 39. COUNTERPARTS**

39.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

## **SECTION 40. ATTACHMENTS**

40.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

<b>Attachment A</b>	Bid Scope of Work
<b>Attachment B</b>	Bid Price Tables
<b>Attachment C</b>	Certification Regarding Debarment, Suspension, and Ineligibility
<b>Attachment D</b>	Anti-Lobbying Certification
<b>Attachment E</b>	Conflict of Interest Disclosure Form
<b>Attachment F</b>	ARPA Federal Guidelines
<b>Attachment G</b>	Appendix II to Part 200

## **SECTION 41. ENTIRE AGREEMENT**

41.1. This Agreement represents the entire agreement between the parties for the provision of the Work. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

## **SECTION 42. AUTHORITY**

42.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**INLINER SOLUTIONS, LLC**

By: *Daniel J. Banken*  
Daniel J. Banken (May 8, 2023 07:52 EDT)

Print Name: Daniel J. Banken

Print Title: Area Director

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By:   
Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners

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# **ATTACHMENT A BID SCOPE OF WORK**

### 3. SCOPE OF WORK

#### 3.1. Purpose

Clay County is soliciting sealed bids for Cured-in-Place Services. The purpose of this bid is to establish a contract for Cured-in-Place Pipe Services (CIPP) at various locations throughout the county in conjunction with the County's needs on an as needed basis. The County reserves the right to have other contracts for Cured-in Place services.

#### 3.2. Coronavirus State and Local Fiscal Recovery Funds

This project is being supported, in whole or in part, by U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds ("SLFRF").

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The Consultant will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund. As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. (Appendix II to 2 CFR Part 200 is included as an attachment.)

#### 3.3. Examination of Bid Documents

Before submitting a proposal, each Bidder shall carefully examine the complete Bid package, including but not limited to: Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Specifications, and all Addenda thereto, any and all of which contain provisions applicable to the successful Bidder.

A Bidder is expected to base its Bid on those unit quantities listed on the Bid Sheet, which shall be fully inclusive. These quantities are estimates only and are strictly for the purpose of establishing a basis to award the bid.

#### 3.4. Scope

The Bid will be awarded based on the lowest two responsive and responsible Bidders for the total Unit Cost Prices. If there is a discrepancy with the bid tabulations, the lowest bid price will be based on the estimated quantity and the unit cost. For each Project Task, both awarded Contractors will be asked to provide a Lump Sum Price for Mobilization, Maintenance of Traffic, Dewatering, and Miscellaneous Non-Bid Items along with their awarded pricing for bid items necessary to complete the individual projects. A Notice to Proceed and a Purchase Order will issued to the Contractor with the lowest overall project/bid price. The County will provide the estimated schedule of values to each contractor prior to the

Contractor providing the Lump Sum Prices. This also includes any Non-Bid Items that may be determined during the project scoping.

### 3.5. General Requirements

The Contractor shall be responsible for the Maintenance of Traffic, Dewatering, Environmental Compliance, and all Q.C. testing for the project. All construction shall be in compliance with FDOT Standard Specifications for Roads and Bridge Construction FY 2023-24.

The installation of CIPP and related services will take place in roadways, right-of-ways, easements, and County-owned property throughout Clay County.

All Work shall be performed during normal County business hours (7:00 a.m. to 3:30 p.m.) on non-holiday weekdays, unless otherwise authorized by the designated Clay County Project Manager.

### 3.6. Responsibilities

It shall be the responsibility of the Designated Clay County Project Manager to oversee all work and to ensure that all policies set forth by Clay County and the Florida Department of Transportation are adhered to.

Bidders must submit a list of five (5) CIPP installation projects successfully completed within the last five (5) years. One of the five listed projects shall include pipe diameters of 36" or larger. The list shall include the names of the projects, description of the projects, names and contact information of the owners and the dollar amount of the contracts. The list must be submitted with the bid.

The County shall have the right to review references and qualifications of the Contractor and Subcontractors in order to make the final determination of acceptability of the Contractor and Subcontractor to be awarded the contract and perform the work.

The Contractor shall be liable for the actions of the Contractor's work force, which shall remain under the direct supervision of the Contractor.

The Contractor is required to have a qualified superintendent on the job at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site.

The Contractor shall keep the Designated Clay County Project Manager apprised of the progress of any project or work, working conditions, changes in service or scope, or any actions associated with the contract.

The County shall keep the Contractor apprised of any upcoming projects and shall allow the Contractor a reasonable time for mobilization unless it is an emergency need.

### 3.7. Safety

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. All equipment safety devices installed by the manufacturer shall be in place and in proper working order at all times. The Designated Clay County Project Manager shall have the option to shut down the project if

it is determined an unsafe situation exists. Contractors shall shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall also be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

### 3.8. Mobilization

Mobilization shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 Section 101 and shall consist of the preparatory work and all operations required to begin work on the project including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for establishment of temporary facilities such as safety equipment, first aid supplies, portable toilets, etc. The cost of any bonds and/or insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in the Contract Lump Sum Price for this paragraph.

The Mobilization Contract Lump Sum Price price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

### 3.9. Maintenance of Traffic

The Traffic Control Plan shall be prepared by a certified designer who has completed the FDOT's Advanced Maintenance of Traffic training course, and in accordance with FDOT's Standard Plans and the Standard Plans.

The Contractor shall observe at all times those provisions and requirements of Florida Department of Transportation's Standard Specifications for Road and Bridge Construction FY 2023-24 (Section 102 Maintenance of Traffic), the Florida Department of Transportation's Design Standards, and the Manual on Uniform Traffic Control Devices (MUTCD) latest editions and supplements.

The Contractor is responsible for returning to preexisting condition any area within project limits impacted by construction after construction activities are completed at no additional cost to the County.

The Contractor shall provide the County the certification documents of their Worksite Traffic Supervisor who shall be responsible for initiating, installing, and maintaining all traffic control devices as described in Florida Department of Transportation's Standard Specifications for Road and Bridge Construction (Section 102 Maintenance of Traffic). The Worksite Traffic Supervisor shall have experience directly related to Worksite traffic control in a supervisory or responsible capacity.

The responsibility for the installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor.

The Worksite Traffic Supervisor shall:



- Be available on a 24-hour per day basis and shall review any project on a day-to-day basis as well as being involved in all changes to traffic control.
- Have access to all equipment and materials needed to maintain traffic control and handle all traffic related situations.
- Shall ensure that any safety deficiencies in traffic control are corrected immediately.
- Shall be present to direct the initial setup of the traffic control plan and any subsequent changes to the plan.
- Shall be available on the site within 1 hour after notification of an emergency, prepared to positively respond to traffic control needs or to provide alternate traffic arrangements.
- The Contractor shall have a responsible person available at or reasonably near the Work site in order that they may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor shall submit phone numbers and names of personnel designated to be contacted in cases of emergencies.

The Maintenance of Traffic Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

### 3.10. Dewatering

The Dewatering Contract Lump Sum Price to be used in the fee proposal for each assigned project will be negotiated on a per-project basis at the time the project scope of work has been developed.

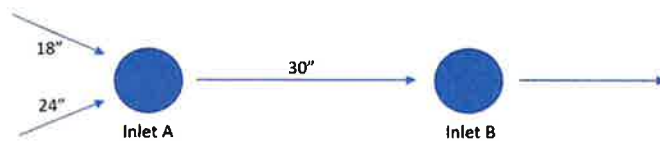
### 3.11. Miscellaneous Non-Bid Items

At the time of each Project Task, each awarded contractor will provide a cost for any non-bid items necessary to complete the task. A breakdown of schedule of values and cost of non-bid items will be provided to the County along with all other Lump Sum Prices for each Project Task.

### 3.12. Bypass Pumping

Bypass pumping will include all material, labor, and incidentals required to reroute flow around the section of pipe to be lined. This includes, but is not limited to, temporary plugs, pumps, hoses, bypass pumping plan, etc. to divert flow from the affected section.

Bypass Pumping will be paid for at the contract unit price for each contributing upstream pipe taken out of service, and bypassed, during lining activity. (For example, as shown in the figure below: Inlet A has two contributing pipes of diameters 18" and 24". Inlet A flows to Inlet B with a 30" pipe to be lined. The 18" and 24" will be placed out of service and bypassed during lining of the 30" pipe. Bypass pumping will be paid at a quantity of 1 – 18" Diameter Pipe Bypass and 1 – 24" Diameter Pipe Bypass.)



### 3.13. Technical Specifications

#### **General**

These specifications include the minimum requirements for the rehabilitation of storm sewer pipelines by the installation of Cured-In-Place (CIPP) within existing deteriorated pipe at various, multiple locations throughout Clay County.

The rehabilitation of pipelines shall be done by the installation of a resin impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and watertight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

The Contractor shall clean up, restore existing surface conditions, and repair any of the CIPP systems determined to be defective. The Contractor shall conduct installation operations and schedule clean up in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, business, and property owners or tenants.

The prices submitted by the Contractor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place of CIPP, including site restoration, in accordance with these specifications.

### 3.14. Pre-Lining and Post-Lining Inspection

**Pre-Lining:** The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards prior to installation of the liner. A radial view (pan and tilt) TV camera shall be used. Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any defects in the pipe. Immediately prior to conducting the closed-circuit television pre-lining inspection the Contractor shall thoroughly clean the pipe, cost for which shall be covered under the desilting price included in the contract. The pipe inspection shall be paid for at the respective pre-lining contract unit price per foot for each pipe inspected.

**Post-Lining:** The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks, and other defects. Unedited digital documentation of the inspection shall be provided to the County. The data shall note the inspection date and shall note any minor defects in the liner such as gouges, cracks, bulges, or bumps. Immediately prior to conducting the closed-circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, cost for which shall be incidental to the cost per linear foot of new pipe liner. The pipe inspection shall be paid for at the respective post-lining contract unit price per foot for each pipe inspected.

### 3.15. Desilting Pipe

Desilting pipe will be paid for at the contract unit price per foot for each pipe desilted. Price and payment shall be full compensation for furnishing all equipment, tools and labor, disposal of silt and debris, and all incidentals necessary for satisfactorily performing the work.

### 3.16. Pipe Liner

The rehabilitation of pipelines shall be done by the installation of a resin impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and watertight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

Pipe shall be rehabilitated in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24, Section 431, except as modified herein. Price and payment for pipe liner shall include cost to clean and dispose of all debris and build-up that may have accumulated since install of the liner. Price and payment for pipe liner shall exclude the following items:

- Dewatering
- Desilting & Disposal of silt and debris from existing pipe pre-lining
- Pipe inspections

The cost of these items shall be included in their respective pay items under this contract. The quantity of CIPP liner to be paid for will be the length, per foot, of CIPP liner installed and accepted, measured along the centerline of the pipe, from end to end.

### 3.17. Additional Thickness Variance

The Additional Thickness Variance 1.5mm shall be paid for at the contract price per linear foot. This additional thickness to the proposed pipe liner shall be used on any pipes greater than 12 feet deep as measured from top of grade to top of pipe and on any pipes underneath the roadway surface.

### 3.18. Description of Work and Product Delivery

These specifications cover all work necessary to furnish and install the CIPP. The Contractor shall provide all materials, labor, equipment, and services necessary for mobilization, traffic control, dewatering, bypass pumping, cleaning and television inspection of pipes to be lined, liner installation, all quality control, provide samples for performance of required materials tests, final television inspection, testing of lined pipe systems, all as specified herein.

The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long-term life and operation of the pipe.

The CIPP shall fit sufficiently tight within the existing pipe to not leak at the manholes or through the wall of the installed pipe. If leakage occurs at the manhole the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe the

liner shall be repaired or removed. Final approval of the liner installation will be based on a leak tight pipe.

The CIPP shall be designed for a life of 50 years or greater.

The CIPP may be designed to resist external groundwater pressures only or as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soils overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

All materials furnished as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer, and tested to the requirement of this contract.

The Contractor shall furnish all samples for product testing at the request of the County. The Contractor shall also submit certifications for all furnished material as outlined below and, in the Standards and Specifications.

#### References

The following documents form a part of the specifications to the extent stated herein and shall be the latest editions hereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

- ASTM-F1216
- ASTM-F2019-03
- ASTM-F1743
- ASTM-D2122-98 (2004)
- ASTM-D543
- ASTM-F2561-06
- ASTM-D638
- ASTM-D2990
- ASTM-D790
- ASTM-D3567-97 (2002)
- ASTM-D792
- ASTM-D3681
- ASTM-D5813

### 3.19. CIPP Repair/Replacement

Occasionally installations will result in the need to repair or replace a defective CIPP. If requested by the County, the Contractor shall outline specific repair or replacement procedures for identified defects that have occurred in the installed CIPP.

Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor, including a detail step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

Unrepairable defects that may occur to the CIPP shall be clearly defined by the Contractor, including a recommended procedure for the removal and replacement of the CIPP.

### 3.20. Products - General

Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, and flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations shall be approved by the County. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

#### **Fabric Tube**

The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, & ASTM F2019. The fabric tube shall be capable of absorbing and carry resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installations. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe section and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the length in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field to ordering liner so that the liner can be installed in a tight-fitted condition.

The outside and /or inside layer of the fabric tube (before inversion/pull-in as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, the vacuum impregnation (wet-out) procedure.

No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and activated resin containing a colorant.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully saturated felt fabric and dry resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the termination manhole or access point, plus that amount required to run-in and run-out for the installation process.

### **Resins**

The resins shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019. The resin shall produce CIPP which will comply with or exceed the structural requirements of these specifications.

The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

### **Structural Requirements**

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.

The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.

The Engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design fixture modulus as determined by ASTM D-790 test methods. This value shall be used unless the Engineer submits long term test data (ASTM D-2990) to substantiate a higher retention factor.

The CIPP material shall, at a minimum, meet or exceed the structural properties that are listed below.

### **Minimum Physical Properties**

Property: Flexural Modulus of Elasticity

Test Method: ASTM D-790

Cured Composite per ASTM F1216: 250,000 psi

Cured Composite per Design: Contractor value

Property: Flexural Strength

Test Method: ASTM D-790

Cured Composite per ASTM F1216: 4,500 psi

Cured Composite per Design: Contractor value

The required structural CIPP wall thickness shall be based, at a minimum, on the physical properties of the cured composite and per the design of a Professional Engineer and in accordance with the design equations contained in the appendix of the ASTM standards, and the following parameters:

Design Safety Factor: 2.0 (1.5 for pipes 36" or larger)

Creep Retention Factor: 50%

Ovality: 2% or as measured by field inspection

Constrained Soil Modulus: Per AASHTO LRFD Section 12 and AWWA Manual M45

Groundwater Depth: As determined by field investigation

Soil Depth (Above the crown): As determined by field investigation

Live Load: Highway, railroad, or airport as applicable

Soil Load (assumed): 120 lb/cu ft

Minimum Service Life: 50 years

The Contractor shall submit, prior to installation of lining materials, certification of compliance with these specifications. Certified material test reports shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

The design soil modulus may be adjusted based on data determined from detailed project soil testing results.

### [3.21. Installation](#)

#### **Construction Requirements**

The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of at the Contractor's expense. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed.

The Contractor shall perform a detailed closed circuit television inspection in accordance with ASTM standards of the existing pipe prior to installation of the CIPP.

The CIPP liner shall be constructed of materials and methods that, when installed, shall provide a jointless and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long-term basis.



Bypass pumping of existing base flows and stormwater flows: The Contractor shall provide for the flow of existing base flows and stormwater flows around the section or sections of pipe designated for CIPP installation. The Contractor shall provide a dewatering plan prior to construction.

### **Installation of Liner**

The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications.

CIPP installation shall be in accordance with the applicable ASTM standards.

The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube during installation. The tube should be pulled in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperature during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during the cure of the liner.

To monitor the temperature of the liner wall and to verify correct curing, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer.

Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.

For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

### **3.22. Cool Down**

The Contractor shall cool the CIPP in accordance with the CIPP manufacturer's recommendations. Temperatures and cooling data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved in accordance with the CIPP manufacturer's recommendations.

### **3.23. Finish**

The installed CIPP shall be continuous over the entire length of the pipe section and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and delamination. The CIPP



shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

Any defect which will or could affect the structural integrity or strength of the lining shall be repaired at the Contractor's expense.

The beginning and the end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP.

### 3.24. Manhole Connections

A seal, consisting of resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP manufacturer's recommendation.

### 3.25. Final Acceptance

Bypass pumping or plugging from the upstream manhole shall be utilized to minimize storm water from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

### 3.26. Completion of Work

When all Work is complete and the Contractor is ready for a final inspection, the Contractor shall notify the Designated Clay County Project Manager, who shall make final inspection of the Work and determine if the Work is complete and in full accordance with this Bid. Then the Designated Clay County Project Manager shall review and approve the final invoice for payment.

Acceptance of final payment shall constitute a waiver of all claims against the owner by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

### 3.27. Project Administration

The County and the Contractor shall communicate with each other in the first instance through the Designated Clay County Project Manager only.

With reasonable promptness on request of the Contractor, the Designated Clay County Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work or project.

The Designated Clay County Project Manager shall be the initial interpreter of the requirements of any job and shall be the judge of the performance of the Contractor.

### 3.28. Claims by the Contractor

Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the work, the Contractor shall stop work immediately, contact the

Clay County Designated Project Manager for the project for a determination of how to proceed. The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor.

### 3.29. Supplemental Conditions

Upon the completion and submittal of all required pre-award documents, the prices resultant from this bid solicitation shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this document. The performance period of the Bid shall remain in effect for two (2) years, and then the Bid will remain in effect until completion of any expressed and/or implied warranty period. The County specifically reserves the right to increase or decrease any or all of the authorized tasks.

Additional charges for fuel and bituminous indexes, environmental surcharges, disposal of waste, landfill costs, rental equipment, delivery charges, or employment of additional personnel to accomplish a task will not be authorized. These costs are considered to be included in the Bid proposal for each line item and category.

The Contractor shall be liable for the actions of the Contractor's work force, which shall remain under the direct supervision of the Contractor.

The Contractor shall keep the Designated Clay County Project Manager apprised of the progress of any project or work, working conditions, changes in service or scope, or any actions associated with the contract.

### 3.30. Project Quotes and Work Orders

This bid is for rehabilitation of storm water pipelines by CIPP lining for multiple project work orders at various locations throughout the County. The project work order locations can be anywhere within Clay County.

The County will perform a preliminary estimate for each project using the unit prices from the two low bids and provide the preliminary estimate to each respective Contractor. The two Contractors will finalize their estimates with site specific Lump Sum Cost that do not have established unit prices. These site-specific costs are: (1) Maintenance of Traffic (2) Mobilization (3) Dewatering and (4) Miscellaneous Bid Items. Pricing for Mobilization, Maintenance of Traffic, Dewatering, and Miscellaneous Bid Items will be bid on a per-project basis at the time the project scope of work has been developed between the two successful low bidders. The Contractors' final estimates will be provided to the County within the time established by the Designated Clay County Project Manager. The County shall review the final estimates. A purchase order will be issued to the Contractor chosen for their final estimate and availability to perform the project in an acceptable timeframe. The Contractor shall provide a proposed start date and a construction schedule within seven (7) calendar days of receipt of the purchase order. Once the County agrees to the schedule provided a Notice to Proceed will be issued. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

The approved quote amount on any individual purchase order shall be the maximum compensation payable to the Contractor for the project. The purchase order may only be changed for altered quantities authorized by the County. If the Contractor desires to make a claim for a change in quantity

or schedule for a project such claim shall be submitted to the Designated Clay County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

### 3.31. Project Schedule

Installation of CIPP for each project shall be initiated, executed, and completed no later than sixty (60) calendar days after a purchase order is issued by the County.

Upon receipt of a purchase order the Contractor shall submit the construction start date and the estimated construction duration.

### 3.32. Suspension or Stoppage of Work by the Contractor

During the progress of the work, the Contractor shall keep the site and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminants resulting the work.

Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the site as well as all tools, appliances, equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

### 3.33. Payment

The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or Lump Sum Prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

Payment shall be based on completed and accepted work by the County.

### 3.34. Withheld Payment

The County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

- Defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- Claims of third parties against the County or County property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Persistent failure to carry out the Work in accordance with the Bid;

- Damage to the County or a third party to whom the County may be liable.

### 3.35. Term

The bid shall remain in effect for two (2) years from the date of award by the Board, with the County reserving the right and option to extend the bid for an additional two (2) twelve month periods.

### 3.36. Additional Services

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

### 3.37. Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

### 3.38. Warranty

The Contractor shall warrant against all defects in material and workmanship for a period of two years after acceptance of the work.

# **ATTACHMENT B BID PRICE TABLES**

BYRD\_ANTL\_LOBBYING\_signed.docx.pdf

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**22. Compliance with ARPA Federal Guidelines \***

Pass

Please download the below documents, complete, and upload.

- [COMPLIANCE WITH ARPA FEDERA...](#)

COMPLIANCE\_WITH\_ARPA\_FEDERAL\_GUIDELINES\_signed.pdf

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**23. Conflict of Interest Disclosure Form \***

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

CONFLICT\_OF\_INTEREST\_DISCLOSURE\_FORM\_signed.pdf

*Please Note: Responses to this question may be publicly displayed after the due date has passed.*

**PRICE TABLES**

Pricing for Mobilization, Maintenance of Traffic, Dewatering, and other Misc. Non-Bid Items shall be negotiated on a per Project basis at the time the Project Scope of Work has been developed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	0" - 18" Diameter Pipe Bypass	10	EA	\$150.00	\$1,500.00

PROPOSAL DOCUMENT REPORT

RFB No. 22/23-021

Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	24" – 30" Diameter Pipe Bypass	6	EA	\$350.00	\$2,100.00
3	36" Diameter Pipe Bypass	2	EA	\$700.00	\$1,400.00
4	42" Diameter Pipe Bypass	2	EA	\$2,500.00	\$5,000.00
5	48" Diameter Pipe Bypass	2	EA	\$2,800.00	\$5,600.00
6	54" Diameter Pipe Bypass	2	EA	\$3,500.00	\$7,000.00
7	60" Diameter Pipe Bypass	1	EA	\$4,500.00	\$4,500.00
8	72" Diameter Pipe Bypass	1	EA	\$5,100.00	\$5,100.00
9	Pre-Lining Inspection	1,400	LF	\$3.00	\$4,200.00
10	Post-Lining Inspection	1,400	LF	\$1.00	\$1,400.00
11	0" – 24" Desilting Existing Pipe	700	LF	\$4.00	\$2,800.00
12	25" - 36" Desilting Existing Pipe	300	LF	\$8.00	\$2,400.00
13	37" – 48" Desilting Existing Pipe	200	LF	\$13.00	\$2,600.00
14	49" – 60" Desilting Existing Pipe	150	LF	\$23.00	\$3,450.00
15	Greater than 60" Desilting Existing Pipe	50	LF	\$40.00	\$2,000.00
16	Furnish & Install 15" CIPP Lining (7.5 mm)	200	LF	\$80.00	\$16,000.00
17	15" CIPP Thickness Variance 1.5 mm	200	LF	\$3.00	\$600.00

PROPOSAL DOCUMENT REPORT

Invitation For Bid - Cured-In Place Pipe Services for American Rescue Plan Act Projects

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PROPOSAL DOCUMENT REPORT  
RFB No. 22/23-021  
Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Furnish & Install 18" CIPP Lining (9 mm)	300	LF	\$90.00	\$27,000.00
19	18" CIPP Thickness Variance 1.5 mm	300	LF	\$4.00	\$1,200.00
20	Furnish & Install 24" CIPP Lining (10.5 mm)	200	LF	\$120.00	\$24,000.00
21	24" CIPP Thickness Variance 1.5 mm	200	LF	\$4.00	\$800.00
22	Furnish & Install 30" CIPP Lining (12 mm)	150	LF	\$170.00	\$25,500.00
23	30" CIPP Thickness Variance 1.5 mm	150	LF	\$6.00	\$900.00
24	Furnish & Install 36" CIPP Lining (15 mm)	150	LF	\$225.00	\$33,750.00
25	36" CIPP Thickness Variance 1.5 mm	150	LF	\$9.00	\$1,350.00
26	Furnish & Install 42" CIPP Lining (16.5 mm)	100	LF	\$350.00	\$35,000.00
27	42" CIPP Thickness Variance 1.5 mm	100	LF	\$9.00	\$900.00
28	Furnish & Install 48" CIPP Lining (19.5 mm)	100	LF	\$400.00	\$40,000.00
29	48" CIPP Thickness Variance 1.5 mm	100	LF	\$9.00	\$900.00
30	Furnish & Install 54" CIPP Lining (27 mm)	100	LF	\$525.00	\$52,500.00
31	54" CIPP Thickness Variance 1.5 mm	100	LF	\$12.00	\$1,200.00
32	Furnish & Install 60" CIPP Lining (28.5 mm)	50	LF	\$650.00	\$32,500.00
33	60" CIPP Thickness Variance 1.5 mm	50	LF	\$12.00	\$600.00



PROPOSAL DOCUMENT REPORT  
RFB No. 22/23-021  
Cured-In Place Pipe Services for American Rescue Plan Act Projects

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	Furnish & Install 72" CIPP Lining (33 mm)	50	LF	\$800.00	\$40,000.00
35	72" CIPP Thickness Variance 1.5 mm	50	LF	\$15.00	\$750.00
TOTAL					\$386,500.00

**ATTACHMENT C  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND INELIGIBILITY**

## CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY

The Respondent certifies that:

- a. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- b. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

Insert Name of Company:

Inliner Solutions, LLC



By: \_\_\_\_\_

Daniel Banken

Its Area Director

Date: 03/17/2023

# **ATTACHMENT D ANTI-LOBBYING CERTIFICATION**

## BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned (Firm) certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Legal Name of Respondent: Inliner Solutions, LLC

Authorized Representative(s): Daniel Banken

Signature Print Name/Title: Daniel Banken, Area Director

# **ATTACHMENT E CONFLICT OF INTEREST DISCLOSURE FORM**

## CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: 22/23-021 Cured-In Place Pipe Services for American Rescue Plan Act Projects

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of Clay County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts. It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Inliner Soltuions, LLC

Authorized Representative(s): Daniel Banken

Signature Print Name/Title: \_\_\_\_\_



Handwritten signature in blue ink, appearing to read 'Daniel Banken'.

Daniel Banken, Area Director

Date: 03/17/2023



# **ATTACHMENT F**

## **ARPA FEDERAL GUIDELINES**

### **COMPLIANCE WITH ARPA FEDERAL GUIDELINES**

1) The Contractor agrees to comply with the requirements of section 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. To the extent applicable, the Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the Agreement. As used herein, the term "Contractor" means the vendor or other party to the Agreement with the County providing construction, labor, materials, professional services, and/or equipment to the County thereunder.

2) In performance of the Agreement, Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) Equal Employment Opportunity. The Contractor shall comply with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 C.F.R. Chapter 60. In accordance with 41 C.F.R. §60-1.4(b), the Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the Agreement, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- e) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- i) The Contractor will include provisions (a) through (i) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4) Copeland Anti-Kickback Act. Contractor shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable to the services/work, which are incorporated herein by reference.

5) Davis-Bacon Act. Should the Agreement become subject to the Davis-Bacon Act, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

6) Contract Work Hours and Safety Standards Act. The Contractor, as applied to the employment of mechanics and laborers, shall comply with 40 U.S.C. §§ 3702, as supplemented by the Department of Labor regulations at 29 C.F.R. part 5(b):

a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor, its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Contractor, contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section.

c) Withholding for unpaid wages and liquidated damages: The County or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor, contractor(s) or subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor, contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts: The Contractor, contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

#### 7) Clean Air Act and Federal Water Pollution Control Act.

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required.

b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required.

8) Energy Efficiency/Conservation (44 C.F.R. §13.36(i)(13)). The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

11) Domestic Preferences for Procurements 2 CFR §200.322. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

# **ATTACHMENT G**

## **APPENDIX II TO PART 200**

## Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

### **DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

\* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards










# 2022-2023-193 CIPP Services - ARPA - Inliner Solutions

Final Audit Report

2023-05-08

Created:	2023-05-01
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApopmi_JDWoxZdg0cXyzU3SC43nQ1vOsB

## "2022-2023-193 CIPP Services - ARPA - Inliner Solutions" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2023-05-01 - 2:08:02 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature  
2023-05-01 - 2:09:31 PM GMT
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-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
Signature Date: 2023-05-02 - 2:09:27 AM GMT - Time Source: server
-  Document emailed to daniel.banken@puriscorp.com for signature  
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-  Email viewed by daniel.banken@puriscorp.com  
2023-05-02 - 2:18:08 AM GMT
-  Signer daniel.banken@puriscorp.com entered name at signing as Daniel J. Banken  
2023-05-08 - 11:52:27 AM GMT
-  Document e-signed by Daniel J. Banken (daniel.banken@puriscorp.com)  
Signature Date: 2023-05-08 - 11:52:29 AM GMT - Time Source: server
-  Agreement completed.  
2023-05-08 - 11:52:29 AM GMT



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: August 16, 2023,

Agenda Item No. \_\_\_\_\_

**Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.**

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

Approved by Town Manager John D'Agostino

Digitally signed by John D'Agostino  
 DN: cn=John D'Agostino, o=Town of Lake Park,  
 ou=Town Manager,  
 email=jdagostino@lakeparkflorida.gov, c=US  
 Date: 2023.08.08 16:47:34 -0400

Date: \_\_\_\_\_

Roberto F. Travieso/Public Works Director  
 Name/Title

<b>Originating Department:</b>  <b>Public Works</b>	<b>Costs: N/A</b> Funding Source: N/A Acct. # N/A  Jeffrey P. Duvall [X] Finance <div style="float: right; font-size: small;"> <small>Digitally signed by Jeffrey P. Duvall            DN: cn=Jeffrey P. Duvall, o, ou=Jeffrey P. Duvall, email=jpduvall@lakeparkflorida.gov, c=US            Date: 2023.08.08 08:58:17 -0400</small> </div>	<b>Attachments:</b> 1. Agenda Request Form (ARF) 2. Resolution: _____ 3. 2nd Amendment to the Agreement between the Town and Florida Department of State, Division of Historical Resources 4. Executed Agreement and 1st Amendment between the Town and Florida Department of State, Division of Historical Resources (Resolution 40-07-22)
<b>Advertised:</b> <b>Date:</b> <b>Paper:</b> [X] Not Required	All parties that have an interest in this agenda item must be notified of the meeting date and time. The following box must be filled out to be on the agenda.	Yes, I have notified everyone _____ or Not applicable in this case ____  <b>Please initial one.</b>

## **Summary Explanation/Background:**

### **Background:**

The Town of Lake Park Town Hall was constructed in 1927 and is listed on the National Register of Historic Places. The picturesque facility is the home for the Town's municipal government and is visited regularly by community residents and local business owners alike.

While the building currently remains structurally sound, it is not watertight. Even brief rainstorms frequently result in water permeating through the roof and walls leading to wet floors and walls.

In August 2021, Town staff submitted a grant application to the Florida Department of State, Division of Historical Resources (the Department), for design and construction funding that would allow the Town to replace the existing roof and waterproof & paint of the exterior of the Town Hall (Project A).

Furthermore, in June of 2022, the Town received notice that its grant application for Project A was approved in the amount of **\$325,000.00**, with a match in an equal amount provided from the Town. Accordingly, the total funding available for the Project is **\$650,000.00**. To access grant-related funding for Project A, the Town was required to execute an agreement, which was authorized via **Resolution 40-07-22 on July 20, 2022**.

The Town with Division of Historic Preservation approval was able to amend the grant project scope work to include the restoration of existing exterior concrete balconies (Project B). Both projects A & B combined serve to preserve the facility and extend its charm for the enjoyment of all for decades to come.

**Town staff has identified second opportunity to again amend the grant project scope with additional restoration work to include structural repairs to the existing Town Hall roof truss framing (Project C).** The Division of Historic Preservation has authorized said second amendment to the agreement.

It is important to note that the proposed amendment does not change the total amount of the awarded Grant, only the allowable activities in the project's scope of work, which if approved, would combine Projects A, B & C.

The Town Manager recommends approval.

### **Recommended Motion:**

**I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION 56-08-23****A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, AND THE TOWN OF LAKE PARK FOR THE FUNDING OF TOWN HALL PRESERVATION WORK ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town previously determined a need to replace the roof, paint and waterproof the exterior façade, rehabilitate exterior balconies and perform structural repairs to the roof truss framing for the historic town hall building (the Project); and

**WHEREAS**, the Town previously applied for and was awarded a matching grant (the Grant) from the Florida Department of State, Division of Historical Resources (the Department) in an amount of \$325,000.00; and

**WHEREAS**, the terms of the Grant are expressed in a written agreement (the Agreement) and among other things, require that the Town match the Department’s award with an equal match of \$325,000.00 and the Town has agreed to do so; therefore, providing for a total Historic Preservation budget amount of \$650,000.00, and

**WHEREAS**, the Agreement requires that for the Town match the funds of the Grant awarded to the Town by the Department for the Project; and

**WHEREAS**, the Grant requires the Town to complete a specified scope of work for the Project; and

**WHEREAS**, the Town and the Department have agreed to amend the Agreement to add to the Project’s scope of work certain structural repairs to the roof truss framing; and

**WHEREAS**, the Department and the Town have agreed to execute this second amendment to the agreement; and

**WHEREAS**, the Town Manager has recommended that the Commission agree to enter into this second 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 Mayor is hereby authorized and directed to execute a second amendment to the Agreement with the Department to add matching funding to be contributed by the Department to the structural repairs to the roof truss framing as part of the Project's scope of work. A copy of the proposed second amendment is attached hereto and incorporated herein as Exhibit A.

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

## Town of Lake Park

### 23.h.sc.100.018

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division” and Town of Lake Park, hereinafter referred to as the “Grantee”.

The parties entered into a grant agreement for the implementation of a Special Category grant, for Lake Park Historic Town Hall Preservation. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

#### Original Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement; exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant; restore exterior masonry, wood, and metal surfaces; and repair balconies. Grant funds will also be used for architectural/engineering services.

#### Amended Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement; exterior painting and exterior cleaning by the gentlest means possible, and replace failing window and door sealant; restore exterior masonry, wood, and metal surfaces; repair balconies; and repair structural roof trusses. Grant funds will also be used for architectural/engineering services, including structural engineering.

#### Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural / Engineering Services	\$0	\$40,000	\$0
Roof replacement	\$210,000	\$210,000	\$0
Exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant	\$40,000	\$40,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$10,000	\$10,000	\$0
Repair balconies	\$65,000	\$25,000	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$325,000</b>	<b>\$0</b>

#### Amended Budgets



<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Architectural/Engineering Services, including structural engineering	\$0	\$80,000	\$0
Roof replacement	\$120,000	\$120,000	\$0
Exterior painting and exterior cleaning by the gentlest means possible, and replace failing window and door sealant	\$100,000	\$45,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$10,000	\$10,000	\$0
Repair balconies	\$70,000	\$70,000	\$0
Repair structural roof trusses	\$25,000	\$0	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$325,000</b>	<b>\$0</b>

AUTHORIZATION

\_\_\_\_\_  
Authorized official for the Grantee

\_\_\_\_\_  
Authorized official for the Division

\_\_\_\_\_  
Authorized official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Authorized official Signature

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
**Town of Lake Park**  
**23.h.sc.100.018**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.018 for the Project "Lake Park Historic Town Hall Preservation," in the amount of \$325,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item , contained in the 2023 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Park Historic Town Hall Preservation," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement, exterior painting, exterior cleaning by the gentlest means possible, remove failing sealant and replace with new sealant on all windows and other openings including joints, and restore exterior masonry, wood, and metal surfaces. Grant funds will also be used for architectural / engineering services and grant project management and administration.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	\$81,250

2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	\$81,250
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	\$81,250
4	Advanced Payment	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	\$81,250
<b>Totals</b>				<b>\$325,000</b>

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless

Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Harley Burgis  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6393  
Email: harley.burgis@dos.myflorida.com

**For the Grantee:**

Contact: Merrell Angstreich  
Address: 535 Park Avenue Lake Park Florida 33403  
Phone: 561.882.1819  
Email: mangstreich@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement
  - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services

(DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://lvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
  - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

## 9. **Additional Special Conditions.**

### Development Projects

- a) All project work must be in compliance with the *Secretary of the Interior's Standards and Guidelines* available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
- c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with

the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.

d) Architectural Services

1. All projects shall require contracting for architectural/engineering services.
2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
  2. Upon completion of **design development and outline specifications**; and
  3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
  2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
  3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
  4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be

implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code*.
  - h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).



- b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
  - c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
  - d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
  - e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
  - f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
  - g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
  - h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

**16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
- c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at [www.nps.gov/tps/standards/treatment-guidelines-2017.pdf](http://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf), standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch\\_stnds\\_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- v) Supplies that will not be consumed in use during the duration of this project;
- w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or

research off-site; and

- y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
  18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
  19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
  20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
  21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
  22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
  23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the

necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of

violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
    - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
    - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement

document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to tGoverning his Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)



In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

*Alissa Lotane*  
Dr. Timothy Parsons, Division

Director, *Alissa Lotane*

*7/21/22*  
Date

Grantee:

By:

*[Signature]*  
Authorizing Official for the Grantee

*Michael O'Rourke, Mayor*  
Typed name and title

*July 20, 2022*  
Date

**ATTACHMENT A**  
**Estimated Project Budget**

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Grant Project Management and Administration	\$0	\$0	\$15,000
Architectural / Engineering Services	\$0	\$50,000	\$0
Roofing	\$235,000	\$235,000	\$0
Painting/Waterproofing	\$75,000	\$15,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$15,000	\$10,000	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$310,000</b>	<b>\$15,000</b>

## ATTACHMENT B

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  1. The Department of State at each of the following addresses:

Office of Inspector General  
 Florida Department of State  
 R. A. Gray Building  
 500 South Bronough St.  
 Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General  
 Florida Department of State  
 R. A. Gray Building  
 500 South Bronough St.  
 Tallahassee, FL 32399-0250

2. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room 401  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department

of State.

**EXHIBIT 1****FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/tsaa/>.



## State of Florida

Chief Financial Officer  
Department of Financial Services  
Bureau of Accounting  
200 East Gaines Street

Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax: (850) 413-5550

### Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

**Taxpayer Identification Number (FEIN):** 59-6000355

**IRS Name:** TOWN OF LAKE PARK

**Address:** 535 PARK AVENUE  
LAKE PARK, FL  
33403-0000

**Attention Of:** FINANCE

**In Care Of:** DENA D DAVIS

**Business Designation:** Government Entity

#### Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I **am not** subject to backup withholding because:
  - (a) I am exempt from backup withholding **or**
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
  - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: DENA D DAVIS

Preparer's Title: CHIEF ACCOUNTANT

Phone: 561-881-3352

Email: DDAVIS@LAKEPARKFLORIDA.GOV

Date Submitted: 04/24/2018



## Town of Lake Park

### 23.h.sc.100.018

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Town of Lake Park, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for Lake Park Historic Town Hall Preservation. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

#### Original Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement, exterior painting, exterior cleaning by the gentlest means possible, remove failing sealant and replace with new sealant on all windows and other openings including joints, and restore exterior masonry, wood, and metal surfaces. Grant funds will also be used for architectural / engineering services and grant project management and administration.

#### Amended Scope Of Work

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement; exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant; restore exterior masonry, wood, and metal surfaces; and repair balconies. Grant funds will also be used for architectural/engineering services.

#### Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Grant Project Management and Administration	\$0	\$0	\$15,000
Architectural / Engineering Services	\$0	\$50,000	\$0
Roofing	\$235,000	\$235,000	\$0
Painting/Waterproofing	\$75,000	\$15,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$15,000	\$10,000	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$310,000</b>	<b>\$15,000</b>

#### Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural / Engineering Services	\$0	\$40,000	\$0

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Roof replacement	\$210,000	\$210,000	\$0
Exterior painting and exterior cleaning by the gentlest means possible, and replace failing window sealant	\$40,000	\$40,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$10,000	\$10,000	\$0
Repair balconies	\$65,000	\$25,000	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$325,000</b>	<b>\$0</b>

AUTHORIZATION

\_\_\_\_\_  
Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

  
Authorized official Signature

11/16/22  
Date

  
Division Authorized official Signature

11/29/22  
Date



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** 8/16/2023  
**Originating Department:** Public Works  
**Agenda Title:** Resolution Authorizing and Directing the Mayor to Execute an Agreement Between the Town of Lake Park and LaPorta Contracting, LLC, for the Replacement of the Town Hall.  
**Approved by Town Manager:** Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner  
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US  
Date: 2023.08.10 10:23:08 -04'00'

**Cost of Item:** \$213,255.57 **Funding Source:** Special Projects Fund  
**Account Number:** 301-52-521-301-63100 **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.08.10 10:19:31 -04'00'

**Advertised:**  
**Date:** June 11, 2023 **Newspaper:** The Palm Beach Post

**Attachments:**

1. Agenda Request Form
2. Resolution
3. Contract Agreement between the Town of Lake Park and LaPorta Contracting, Inc.
4. Certificate of Appropriateness from the Lake Park Historic Preservation Board and RFP #109-2023 Bid Package Submittal from LaPorta Contracting, Inc.

**Please initial one:**

Yes, I have notified everyone

Not applicable in this case

### Summary Explanation/Background:

The Town of Lake Park Town Hall was constructed in 1927 and is listed on the National Register of Historic Places. The picturesque facility is the home for the Town's municipal government and is visited regularly by community residents and local business owners alike.

While the building currently remains structurally sound, it is not watertight. Even brief rainstorms frequently result in water permeating through the roof and walls leading to wet floors and walls.

In August 2021, Town staff submitted a grant application to the Florida Department of State, Division of Historical Resources (the Department), for design and construction funding that would allow the Town to replace the existing roof and waterproof and paint the exterior of the Town Hall (Project A). Additionally, the Town Staff had also been planning a separately funded project to rehabilitate the Town Hall's exterior concrete balconies (Project B). Both projects combined would help preserve the facility and extend its charm for the enjoyment of all for decades to come.

Furthermore, in June of 2022, the Town received notice that its grant application for Project A was approved in the amount of **\$325,000.00**, with a match in an equal amount provided from the Town. Accordingly, the total funding available for the Project is **\$650,000.00**. In order to access grant-related funding for Project A, the Town was required to execute an agreement, which was authorized via Resolution 40-07-22 on July 20, 2022.

Upon execution of the grant agreement, Town staff developed an Invitation to Bid (ITB #109-20230 for the Town Hall Re-Roof work. On July 20, 2023, the Town received 5 bid proposal submittals in response to the re-roof bid solicitation.

After analysis of the bid proposals and conversations with bidder representatives and references from Town staff determined LaPorta Contracting, LLC to be a responsive and qualified contractor with the experience and expertise to perform the Town Hall re-roof work.

LaPorta Contracting, LLC submitted a bid proposal with a total bid price of **\$213,255.57**.

Accordingly, the Town Manager recommends the award of a contract to replace the Town Hall roof to LaPorta Contracting, LLC.

**Recommended Motion:**

**I MOVE TO ADOPT RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION 57-08-23****A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH LAPORTA CONTRACTING, LLC, FOR THE REPLACEMENT OF THE TOWN HALL ROOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Manager previously determined that there is a need for a roofing contractor to replace the roof of the Town Hall (the “Project”); and

**WHEREAS**, the Town’s Public Works Department staff prepared Request for Proposal No. 109-2023 (RFP) to solicit bids from qualified bidders for the Project; and

**WHEREAS**, on July 20, 2023, Town received five (5) bids, and following a review of the bids received, it was determined that the bid provided by LaPorta Contracting, LLC, (the “Contractor”) in the amount of \$213,255.57, was the lowest responsive and responsible bid; and

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

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC, for the replacement of the Town Hall roof.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The mayor is hereby authorized and directed to execute a contract with LaPorta Contracting, LLC, for the replacement of the Town Hall roof. A copy of the contract is attached hereto and incorporated herein as Exhibit A.

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

## CONTRACT FOR THE REPLACEMENT OF THE TOWN HALL ROOF

**THIS CONTRACT FOR THE REPLACEMENT OF THE TOWN HALL ROOF (Contract )** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and LaPorta Contracting, LLC, with an address of 1975 E. Sunrise Boulevard, Suite 822, Fort Lauderdale, Florida 33304 ("Contractor").

### WITNESSETH THAT:

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

**WHEREAS**, the Town Manager previously determined that there is a need for a roofing contractor to replace the Town Hall roof (the "Project"); and

**WHEREAS**, the Town's Public Works Department staff prepared Request for Proposal No. 109-2023 (RFP) to solicit bids from qualified bidders for the Project; and

**WHEREAS**, on July 20, 2023, the Town received five (5) bids, and following review, it was determined that the bid provided by LaPorta Contracting, LLC, (the "Contractor") in the amount of \$213,255.57, was the lowest responsive and responsible bid; and

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

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC for the Project.

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

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

### 2. COST OF THE PROJECT

The cost for the Project is \$213,255.57.

### 3. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services necessary for the Project. The Contractor shall comply with all federal, state, and local laws in the performance of this Contract.

#### **4. LICENSES, PERMITS AND FEES**

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

#### **5. SUBCONTRACTING**

The Contractor shall provide to the Town a list of all subcontractors the Contractor is using to complete the Project.

#### **6. ASSIGNMENT**

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

#### **7. CONTRACTOR'S EMPLOYEES**

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

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

#### **8. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers,



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

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

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

The selected Contractor shall provide insurance coverage as follows:

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

## **9. CONTRACT TIME**

The number of days within which, or the date by which, the work is to be completed (the Contract Time) shall be 90 calendar days from notice to proceed to substantial

completion, plus 55 days from substantial completion to final completion, for a total contract time of 145 days.

#### **10. LIQUIDATED DAMAGES**

The provisions of the Contract as to liquidated damages in the event of failure to complete the work on time are as follows: Liquidated damages shall be \$100.00 for each calendar day beyond the completion time for the Project as set forth hereinabove.

#### **11. MODIFICATION OF CONTRACT**

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

#### **12. TERMINATION FOR CONVENIENCE**

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

#### **13. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Contract before the expiration of the Contract Time for completion of the Project provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All of the Town's re-procurement costs shall be borne by the Contractor.

#### **14. ACCESS AND AUDIT OF RECORDS**

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

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

#### **15. OFFICE OF THE INSPECTOR GENERAL**

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

## **16. BINDING EFFECT**

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

## **17. SEVERABILITY**

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

## **18. GOVERNING LAW AND VENUE**

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

## **19. ATTORNEY'S FEES**

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

## **20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

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

During the performance of this Contract, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and

any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

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

## **21. NO DISCRIMINATION CLAUSE**

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

## **22. MINIMUM WAGE REQUIREMENTS**

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

## **23. PUBLIC RECORDS**

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

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

this Agreement if the Contactor does not transfer the records which are part of this Agreement to the Town.

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

## 23. ATTACHMENTS TO CONTRACT AGREEMENT

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

- Attachment 1: Invitation to Bid (ITB) No. 109-2023  
Lake Park Town Hall Re-Roof  
Including all related bid documents, addendum, plans, written scope of work and submitted bid form documents.
- Attachment 2: Architectural Plans  
As prepared by REG Architects, Inc.
- Attachment 3: Bid Response Proposal to ITB No. 110-220  
as submitted by LaPorta Contracting, LLC on Thursday, July 20, 2023 at 2:00 pm. Including: Bid Documents / Bid Bond /

Certificate of Insurance / Permits & Licenses / and related  
bid form documents

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

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Roger D. Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

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

By: Thomas LaPorta  
Printed Name: Thomas LaPorta

Its: Owner 8/9/2023  
Title

P:\DOCS\26508\00001\DOC\28D7854.DOCX

**SPECIAL CERTIFICATE OF APPROPRIATENESS  
FOR THE STRUCTURE AT  
535 PARK AVENUE, LAKE PARK, FLORIDA 33403**

**WHEREAS**, Town of Lake Park is the owner ("Owner") of the Town Hall building located at 535 Park Avenue, Lake Park, Florida, 33403, legally described as City Block 19, (less E 130 Feet) (the "subject property"); and

**WHEREAS**, on September 3, 1981, the subject property was listed on the National Register for Historic Places; and

**WHEREAS**, the Town of Lake Park, Florida (Town) has adopted regulations which are intended to protect, enhance and perpetuate properties of historical, cultural, archeological, aesthetic and architectural merit in furtherance the public health, safety and general welfare; and

**WHEREAS**, in accordance with Town Code § 66-10, the Owner has submitted an application for a Special Certificate of Appropriateness to the Town's Community Development Department ("Department") pertaining to the historic Lake Park Town Hall seeking an approval to restore concrete balconies, replace the roof, and repaint the exterior of the building (the Application); and

**WHEREAS**, pursuant to the Town Code, the Town's Historic Preservation Board considers applications for Special Certificates of Appropriateness; and

**WHEREAS**, because the subject property has been locally designated, the Town Code requires that a Special Certificate of Appropriateness be approved by the Town's Historic Preservation Board before the architectural features of a designated structure is altered, restored, or renovated; and

**WHEREAS**, the Application was reviewed by the Department and the Town's historic architectural consultant REG Architects; and

**WHEREAS**, based upon the review of the REG Architects, the Department prepared a report which analyzed whether the Application was in compliance with the regulations of the Town Code; and

**WHEREAS**, pursuant to Town Code § 66-10(e)(2), notice of a public hearing to be held by the Lake Park Historic Preservation Board on June 30, 2023 was published by an advertisement in a newspaper of general circulation at least 10 days prior to the Historic Preservation Board's hearing; and

**WHEREAS**, the Lake Park Historic Preservation Board considered the Application at a quasi-judicial hearing on July 10, 2023; and

**WHEREAS**, the Lake Park Historic Preservation Board has determined that based upon the testimony and evidence at the quasi-judicial hearing, it is appropriate to approve a Special Certificate of Appropriateness with conditions for the subject property; and

**WHEREAS**, this Certificate of Appropriateness shall apply to the Owner, and its successors or assigns.

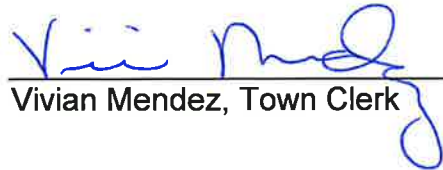
**Section 1.** The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Lake Park Historic Preservation Board.

**Section 2.** The Lake Park Historic Preservation Board hereby approves the Application and issues this Special Certificate of Appropriateness for the subject property, authorizing the repainting, balcony restoration, and reroofing of the historic Lake Park Town Hall.

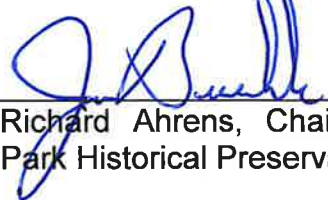


**DONE AND ORDERED** this 10 day of July, 2023.

ATTEST:

  
\_\_\_\_\_  
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK, FLORIDA:

By:   
*for* Richard Ahrens, Chairman, Lake  
Park Historical Preservation Board



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**Minutes**  
**Town of Lake Park, Florida**  
**Lake Park Town Hall Re-Roof**  
**Project 109-2023**  
**Thursday, July 20, 2023 at 2:00 PM**  
**Commission Chamber, Town Hall,**  
**535 Park Avenue, Lake Park, FL 33403**

The Lake Park Town Hall Re-Roof Project opening was conducted on Thursday, July 20, 2023 at 2:00 P.M. Present were Town Clerk Vivian Mendez and Deputy Town Clerk Laura Weidgans and Project Manager John Wille.

Deputy Town Clerk Weidgans called the meeting to order and announced that the Town received five (5) submittals.

- 1) LaPorta Contracting 1975 East Sunrise Blvd Suite 822 , Fort Lauderdale, Florida 33304 (\$213,255.57)
- 2) Estimating123. 140 NW 18 Avenue , Delray Beach, Florida 33444 (\$443,808.00)
- 3) Atlas-Apex Roofing, LLC 281 NE 32nd Street , Fort Lauderdale, Florida 33334 (\$818,000.00)
- 4) Total Roofing System 2885 SE Jefferson Street , Stuart, Florida 34997 (\$394,321.00)
- 5) Big Country Contracting. 110 E Broward Blvd STE 1700, Fort Lauderdale, Florida 33301 (\$329,100.00)

**ADJOURNMENT:**

The meeting adjourned at 2:05 P.M.

---

Town Clerk Vivian Mendez

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Deputy Town Clerk Laura Weidgans

**TOWN OF LAKE PARK**

**EXHIBIT C**

**BID FORM DOCUMENTS**

**FOR**

**TOWN HALL RE-ROOF**

**ITB # 109-2023**



**BID FORM****BIDDER:** LaPorta Contracting**PROJECT:** **Lake Park Town Hall Re-Roof;****BID No. 109-2023****DATE:** 7/20/23

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

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

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

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

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

DATE	ADDENDUM NUMBER
<u>6/14/23</u>	<u>1</u>
<u>6/28/23</u>	<u>2</u>
<u>7/3/23</u>	<u>3</u>
<u>7/12/23</u>	<u>4</u>

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

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

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

e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.

b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ARCHITECT upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

5. a. BIDDER agrees that the Work will be complete within 150 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 180 calendar days from the date when the Contract Time commences to run.

b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- a. Bid Form
- b. Schedule of Bid Items
- c. Bid Bond,
- d. Questionnaire,
- e. List of Subcontractors,
- f. Debarred Firms
- g. Conflict of Interest Disclosure Form
- h. Drug Free Workplace Form
- i. Non-Collusion Affidavit
- j. Truth-In Negotiations Form

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

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

CGC1529763 & CCC1331235

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

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

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

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

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

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

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

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

If BIDDER is:

### AN INDIVIDUAL

By (sign here): \_\_\_\_\_

(Print Individual's Name): \_\_\_\_\_

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

### A PARTNERSHIP

\_\_\_\_\_  
(Partnership Name)

By (sign here): \_\_\_\_\_

(Print General Partner's Name): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

### A CORPORATION

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By (sign here): \_\_\_\_\_

(Print Name of Person Authorized to Sign): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

LaPorta Contracting  
 (LLC Name)

By (Sign here): 

(Print Name of Person Signing): Thomas LaPorta

Its: Owner

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

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

Phone No. (954) 604-4602

**A JOINT VENTURE**

(Joint Venture Name)

By (sign here):

(Print Name of Person Signing):

(Address)

Phone No.

By (sign here):

(Print Name of Person Signing)

(Address)

Phone No.

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



**SCHEDULE OF BID ITEMS**

Lake Park Town Hall Re-Roof  
ITB # 109-2023

**BID AMOUNT EXTENDED COSTS**

1	INDEMIFICATION	1	L.S.	\$ 100.00
2	GENERAL CONDITIONS: Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ 30,000
3	PERFORMANCE AND PAYMENT BONDS (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ 3,395.21
4	ROOF REPLACEMENT WORK Including but not limited to, Demo / Removal of existing roofing / repair-replace damaged wood roof decking / new tin-tag dry-in / new flashings and vents / new secondary moisture barrier / new roof tiles Includes contingency allowance amount to replace up to 10% of roof areas wood rood deck substrate sheathing.	1	L.S.	\$ 137,760.36
5	GUTTERS AND DOWNSPOUTS Remove existing gutters and downspouts as necessary for new roof installation Re-install existing and/or new copper gutters and downspouts as required (see scope of work for description)	1	L.S.	\$ 2,000
6	CONSTRUCTION CONTINGENCY (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 20,000.00
7	BUILDING PERMIT (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ 20,000.00

**TOTAL BASE BID ITEMS 1 THRU 7** \$ 213,255.57

*Numeric Amount*

**Written Amount** \$ two hundred thirteen thousand two hundred and fifty-five dollars and fifty-seven cents

*Written Amount*

WARRANTY: Labor & Workmanship Warranty 10 years Materials Warranty: 50 years

Submitted By: Thomas Title: Owner  
*Signature of Firm Representative*

Name of Firm: LaPorta Contracting

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

Date: 7/20/23 E-mail Address: thomas@laportacontracting.com

Firm Telephone No.: (954) 604-4602

BOND NO. N/A

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, we, LaPorta Contracting, LLC a Florida corporation with a principal business address of 1975 East Sunrise Blvd Unit 822, Fort Lauderdale, FL 33304, as Principal, and United States Fire Insurance Company, a Delaware corporation with a principal business address of 305 MADISON AVENUE, MORRISTOWN, NJ 07960

, as Surety, are bound to **Town of Lake Park**, as Obligee, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of \$ 5% of Amount Bid (Five Percent of Amount Bid), payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting its bid for Lake Park Town Hall Re-Roof - ITB No. 109-2023

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Obligee in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligee the damages which the Obligee may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Obligee in the bid process, in the event that the Obligee in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 20th day of July, 2023.

**PRINCIPAL:**

LaPorta Contracting, LLC

By: [Signature]  
Signature

Thomas LaPorta  
Name President

**SURETY:**

United States Fire Insurance Company

By: [Signature]  
Signature

Jarrett Merlucci  
Name Attorney-in-Fact



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

00927

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

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

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

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

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

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of July 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

## QUESTIONNAIRE

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

1. How many years has your organization been in business as a roofing contractor?

7

2. What are the last three projects of this nature that you have completed? Provide the dates that the projects were completed and the name and correct phone number for OWNER's representative for each project. A listing of three such projects is strongly preferred. However, a lesser number may, at the owner's discretion, be considered sufficiently responsive.

St Josephs Church - Diocese Tallahassee Pensacola Tom Martin 850-435-3535 In progress

Little Flowers Preschool Tom Martin 850-435-3535 May 2023

Cathedral of Sacred Heart Dave Kimbell 850-438-3131 ext. 116 July 2022

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Have your employees or agents personally inspected the site of proposed work? \_\_\_\_\_  
Yes

5. Name the on-site project superintendent you will utilize for this job and that person's qualifications including years directly employed by BIDDER.

Casey Renner - 6 years





Cathedral of the Sacred Heart







6. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

a. The correct name of BIDDER is LaPorta Contracting

b. The business is a LLC

c. The address or principal place of business is:

1975 E Sunrise Blvd Unit 822 Fort Lauderdale, FL 33304

- d. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

<u>Thomas LaPorta</u>	<u>Owner</u>
Name	Title
<u></u>	<u></u>
Name	Title
<u></u>	<u></u>

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

(Sign here) 

Name: Thomas LaPorta



### LIST OF SUBCONTRACTORS

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

1. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
2. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
3. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
4. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
5. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
6. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_

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

**DEBARRED FIRMS**

The undersigned hereby certifies that the firm of LaPorta Contracting  
has not and will not award a subcontract, in connection with any contract awarded to it as the result  
of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards,  
Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal  
Law.

LaPorta Contracting

Name of Firm Submitting Bid



Signature of Authorized Official

Owner

Title

7/20/23

Date

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

      X      

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

                     The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

LaPorta Contracting

\_\_\_\_\_  
Firm Name

  
\_\_\_\_\_  
Signature

Thomas LaPorta - Owner

\_\_\_\_\_  
Name and title (Print or Type)

7/20/23

\_\_\_\_\_  
Date

## DRUG-FREE WORKPLACE

Item 5.

LaPorta Contracting  
\_\_\_\_\_ is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

LaPorta Contracting  
\_\_\_\_\_  
Firm Name

  
\_\_\_\_\_  
Signature

Thomas LaPorta - Owner  
\_\_\_\_\_  
Name and title (Print or Type)

7/20/23  
\_\_\_\_\_  
Date

NON-COLLUSION AFFIDAVIT

STATE OF FL

COUNTY OF Pinellas

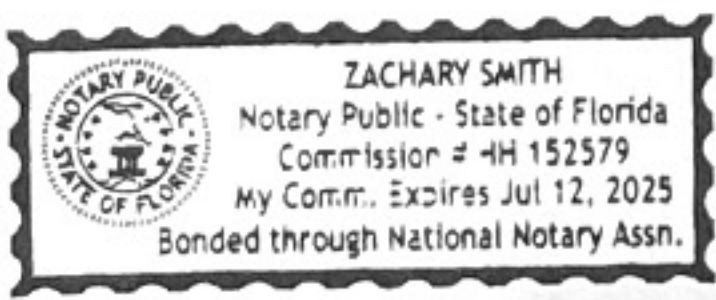
Before me, the undersigned authority, personally appeared Thomas LaPorta, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Thomas LaPorta of LaPorta Contracting, the Proposer that has submitted a Proposal to perform work for the following:  
RFQ No.: ITB # 109-2023 Title: Owner
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.  
  
Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 20 day of July, 2023 by Thomas LaPorta, who is personally known to me or who has produced FLDL, as identification.

SEAL



Notary Signature [Signature]  
Notary Name: Zachary K. Smith  
Notary Public (State): FL  
My Commission No.: HH 152579  
Expires on: 7.12.25

## TRUTH – IN – NEGOTIATION CERTIFICATE

Item 5.

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Thomas LaPorta

Title: Owner

Date: 7/20/23

## **Contractors Roofing License**

Insert copy of current licenses

## **Contractors Certificate of Insurance**

Insert copy of Certificate of Insurance document

## **Contractor W-9 Form**

Insert copy of W-9 form

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

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-size: 1.2em;">Thomas LaPorta</div>	
<b>2</b> Business name/disregarded entity name, if different from above <div style="text-align: center; font-size: 1.2em;">LaPorta Contracting</div>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC         </div> <div> <input type="checkbox"/> C Corporation         </div> <div> <input type="checkbox"/> S Corporation         </div> <div> <input type="checkbox"/> Partnership         </div> <div> <input type="checkbox"/> Trust/estate         </div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b>  <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Other (see instructions) ►         </div>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <div style="text-align: center; font-size: 1.2em;">1975 East Sunrise Blvd Ste 822</div>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <div style="text-align: center; font-size: 1.2em;">Fort Lauderdale, FL 33304</div>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	1	-	2	3	2	8	6	4	3

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ►

Date ► **7/12/2023**

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
07/03/20  
Item 5.

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

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

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

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

LA PORTA CONTRACTING #CGC1529763.

**CERTIFICATE HOLDER****CANCELLATION**

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14 Item 5.

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

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

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

COVERAGES CERTIFICATE NUMBER: 1062493 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWN OF LAKE PARK  
535 Park Ave  
Lake Park, FL 33403

562





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 5.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LAPORTA, THOMAS J**

LAPORTA CONTRACTING LLC  
3015 N OCEAN BLVD 12G  
FORT LAUDERDALE FL 33308

**LICENSE NUMBER: CCC1331235**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 5.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LAPORTA, THOMAS J**

LAPORTA CONTRACTING LLC  
3015 N OCEAN BLVD 12G  
FORT LAUDERDALE FL 33308

**LICENSE NUMBER: CGC1529763**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Office of the  
Town Clerk

July 24, 2023

## NOTICE OF INTENT TO AWARD

Pursuant to Town of Lake Park, notice is provided as follows:

### INVITATION TO BID (ITB) #109-2023

Lake Park Town Hall Re-Roof

Bid Opening Date and Time: Thursday, July 20, 2023 at 2:00 pm local time.

The Town of Lake Park has completed its evaluation of ITB #109-2023 and intends to award the Lake Park Town Hall Re-Roof contract to:

### LaPorta Contracting, LLC

- 1) For the submitted Total Bid Amount of \$ 213,255.57  
Pricing breakdown includes \$177,255.57 for Town Hall Re-Roof construction work, plus a \$20,000.00 Construction Contingency Allowance, plus a \$20,000.00 Building Permit Fee Allowance, for a total bid amount of \$213,255.57
- 2) This Notice is conditioned upon and subject to the Town of Lake Park's reservation of rights as contained in the ITB Documents and is subject to approval by the Lake Park Town Commission.

Sincerely,

Town of Lake Park

ROBERTO F. TRAVIESO, MPA

Director of Public Works

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

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Vivian Mendez, MMC  
Town Clerk

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** August 16, 2023

**Originating Department:** Communications and Grants

**Agenda Title:** Resolution Authorizing and Directing the Mayor to Sign the Grant Agreement with Palm Beach County for Funding through the Community Development Block Grant Program for Playground Enhancements and ADA-Compliant Safety Improvements at Ilex Park

**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.08.02 16:50:11 -04'00' **Date:** \_\_\_\_\_

**Cost of Item:** \$48,044.23 **Funding Source:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_ **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.08.02 14:50:49 -04'00'

**Advertised:** \_\_\_\_\_

**Date:** N/A **Newspaper:** \_\_\_\_\_

**Attachments:** Resolution No. -08-23

Agreement

**Please initial one:**

\_\_\_\_\_  
MA Yes I have notified everyone

\_\_\_\_\_  
Not applicable in this case

#### Summary Explanation/Background:

The Town of Lake Park has been awarded a grant of \$47,704 from Palm Beach County through the Community Development Block Grant program. The grant is for playground enhancements and ADA-compliant safety improvements in Ilex Park. The grant period begins on October 1, 2023.

Under the terms of the Agreement, the Town will perform enhancements that may include, but are not limited to, installation of a canvas shade canopy, sidewalks, outdoor lighting, security cameras, mulch, vinyl-coated chain link fence, a picnic table, benches and trash receptacles.

It is required for the Town to enter into a grant agreement with Palm Beach County for this grant. The purpose of this agenda item is to authorize and direct the Mayor to sign such grant.

**Recommended Motion:** I move to approve Resolution No. -08-23

**RESOLUTION 58-08-23**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA TO  
AUTHORIZE THE MAYOR TO SIGN A GRANT  
AGREEMENT WITH PALM BEACH COUNTY FOR  
FUNDING THROUGH THE COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM FOR PLAYGROUND ENHANCEMENTS  
AND ADA-COMPLIANT SAFETY IMPROVEMENTS  
AT ILEX PARK**

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

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

**WHEREAS**, Palm Beach County has granted the Town \$47,704 for the purpose of making playground enhancements and ADA-compliant safety improvements in Ilex Park; and

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

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

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

**SECTION 1.** The foregoing recitals are incorporated herein.

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

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



**CDBG CAPITAL IMPROVEMENTS AGREEMENT**

Item 6.

**BETWEEN PALM BEACH COUNTY**

**AND**

**TOWN OF LAKE PARK**

**THIS AGREEMENT**, (the "Agreement") with an effective date of **October 1, 2023** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, and the **Town of Lake Park**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **535 Park Avenue, Lake Park, FL 33403**.

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

**WHEREAS**, Palm Beach County, in accordance with its **FY2023-2024** CDBG Action Plan, and the **Town of Lake Park**, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$47,704** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **Town of Lake Park**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by U.S. HUD.

**2. PURPOSE**

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

**3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

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

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

**4. GENERAL COMPLIANCE**

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

(B) Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

- a. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- b. All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

**5. SCOPE OF SERVICES**

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

**6. MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld.

These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$47,704** for the period of Effective Date, through and including **December 31, 2024** ("Expiration Date"). Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

**7. TIME OF PERFORMANCE**

The Effective Date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The Effective Date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed by the Subrecipient by Expiration Date.

**8. METHOD OF PAYMENT**

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

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

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

**9. CONDITIONS FOR PROJECT IMPLEMENTATION**

**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED.

The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

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

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

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and Palm Beach County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict 2 CFR Parts 184 and 200 shall supercede.

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

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

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

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

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED, if DHED so requires. Such income shall only be used to undertake the activities authorized by this Agreement, if DHED verifies and approves the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 24 CFR 570.204 and other applicable regulations which are incorporated herein by reference.

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

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

**10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

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

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

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

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

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make commercially reasonable efforts to utilize small business and minority/women-owned business enterprises for supplies and services, and provide such businesses the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and moderate income. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance. The Subrecipient shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

**13. EVALUATION AND MONITORING**

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

The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

**14. AUDITS AND INSPECTIONS**

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and business documents as required in this section for the purpose of inspection or audit during normal hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

**15. REPAYMENT PROVISIONS**

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

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

**16. UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

**17. REVERSION OF ASSETS**

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

**18. DATA BECOMES COUNTY PROPERTY**

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

**19. INDEMNIFICATION**

Subrecipient shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

**20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):**

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

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

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

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

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

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



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

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

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

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

**The Certificate Holder shall read:**

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

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

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

**21. MAINTENANCE OF EFFORT**

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

**22. CONFLICT OF INTEREST**

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

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

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

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

**23. CITIZEN PARTICIPATION**

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

**24. RECOGNITION**

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

**25. ADDITIONAL REFERENCE DOCUMENTS**

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

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

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

**26. TERMINATION AND SUSPENSION**

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

**(A) TERMINATION FOR CAUSE**

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

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

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

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

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

**27. SEVERABILITY OF PROVISIONS**

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

**28. AMENDMENTS**

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

**29. NOTICE**

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

**30. INDEPENDENT CONTRACTOR AND EMPLOYEES**

The Subrecipient agrees that, in all matters relating to this Agreement, it is and will be acting as an independent contractor and that its employees will not be considered or deemed to be Palm Beach County employees, but shall at all times be and remain employees of Subrecipient.

**31. NO FORFEITURE**

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

**32. PUBLIC ENTITY CRIMES**

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

**33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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

**34. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

**35. SOURCE OF FUNDING**

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

**36. PUBLIC RECORDS**

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

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

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

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

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

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

**37. COUNTERPARTS OF THE AGREEMENT**

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

**38. E-VERIFY EMPLOYMENT ELIGIBILITY**

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

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

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

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

**39. ENTIRE UNDERSTANDING**

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

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**WITNESS** our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SUBRECIPIENT SEAL BELOW)

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
Roger Michaud, Mayor

By: \_\_\_\_\_  
Vivian Mendez, City Clerk

By: \_\_\_\_\_  
John D’ Agostino, City Manager

By: \_\_\_\_\_  
Attorney for Subrecipient  
(Signature Optional)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement 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

## **EXHIBIT “A”**

### **CAPITAL PROJECT** **SCOPE OF WORK**

#### **1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the **construction of Playground Enhancements and ADA compliant safety improvements at the West Ilex Park, which is bordered by West Ilex Drive and 8th Street, in the Town of Lake Park.** Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

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

- B. PROJECT SCOPE:** The scope of work for the **West Ilex Park Playground Enhancements and ADA compliant safety improvements** may include, but not be limited to the **installation of a canvas shade canopy, sidewalks, outdoor lighting, security cameras, mulch, vinyl-coated chain link fence, picnic table, benches and trash receptacles.** Improvements typical of Park Playground, ADA compliant type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

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

- Improvements are located at the intersection of West Ilex Drive and 8th Street, Lake Park, FL 33403.

**The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.**

**Procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

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

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

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

**B.** The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. **The Subrecipient’s advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).**

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

**Prior to the Subrecipient’s first reimbursement, DHED shall review the Subrecipient’s procurement process and contract award to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

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

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

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

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

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

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

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

**D. DAVIS-BACON AND RELATED ACTS (DBRA):**

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

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

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

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

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

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

**E. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS):**

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

**User Responsibilities**

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

**Disclaimer of Warranties for LCRS**

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

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

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

**F. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

**G. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

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

<b>Award Construction Contract by:</b>	March 31, 2024
<b>Submit for 50% Reimbursement of CDBG Funds by:</b>	July 15, 2024
<b>Complete Construction by:</b>	November 30, 2024
<b>Submit for 100% Reimbursement of CDBG funds by:</b>	December 31, 2024

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

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

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

- I. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Monthly Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.
- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
    - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
    - b. The requirements of paragraph (2) of this section are met.
  - (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
  - (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements. **The provisions of this clause shall survive the expiration or early termination of this Agreement.**



**K. HUD SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75, as they apply to Section 3 Covered Projects as defined by HUD in 24 CFR 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, excluding licensed professional services contracts entered into after November 30, 2020.

**Section 3 Reporting Requirements:** All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): Required Use of the Labor Compliance Reporting System (LCRS).

**Additional Section 3 reporting requirements:** In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

**Section 3 Clause:** The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract and subcontract issued on or after November 30, 2020, for every Section 3 Covered Project:

**Section 3 Clause:**

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

- L. ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

## **2. COUNTY OBLIGATIONS:**

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$47,704**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

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

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## SCHEDULE "I"

### MONTHLY PERFORMANCE REPORT

Reporting Period:	Month		Year	
Subrecipient Name:				
Agreement/ MOU/ Amendments include Start Date, End Date				
Project Name:				

#### A. Reimbursement Request Requirements Per Agreement (Cumulative)

50% reimb date	\$0.00
100% reimb date	\$0.00 <i>Total Funding Amount</i>

#### B. CDBG Reimbursement Requests

1. Enter information in the BLUE cells only. In Column C, enter the monthly Projected Reimbursement Request amounts for each month. The projections should meet the target dates in your agreement.

2. In Column D, enter the amount of Actual Reimbursement Requests, if any, for the reporting period.

3. Column F tracks the Actual Reimbursement Request vs. the full funding amount. In order to meet the July 15 Performance Requirements, the cells in Column F should be yellow by the July 15 date. In order to meet your 100% expenditure, the cells should be green by the 100% expenditure date.

A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Reimb Request per month (Projected)	Reimb Request per month (Actual)	Cumulative Reimb Request (Actual)	Difference to Total Funding Amount
Oct-22				0.00	★ 0.00
Nov-22				0.00	★ 0.00
Dec-22				0.00	★ 0.00
Jan-23				0.00	★ 0.00
Feb-23				0.00	★ 0.00
Mar-23				0.00	★ 0.00
Apr-23				0.00	★ 0.00
May-23				0.00	★ 0.00
Jun-23				0.00	★ 0.00
Jul-23				0.00	★ 0.00
Aug-23				0.00	★ 0.00
Sep-23				0.00	★ 0.00
Oct-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Jan-24				0.00	★ 0.00
Feb-24				0.00	★ 0.00
Mar-24				0.00	★ 0.00
Apr-24				0.00	★ 0.00

**MONTHLY PERFORMANCE REPORT (CONT'D)**

May-24				0.00	★	0.00
Jun-24				0.00	★	0.00
Jul-24				0.00	★	0.00
Aug-24				0.00	★	0.00
Sep-24				0.00	★	0.00
Oct-24				0.00	★	0.00
Nov-24				0.00	★	0.00
Dec-24				0.00	★	0.00
Jan-25				0.00	★	0.00
Feb-25				0.00	★	0.00
Mar-25				0.00	★	0.00
Apr-25				0.00	★	0.00
May-25				0.00	★	0.00
Jun-25				0.00	★	0.00
Jul-25				0.00	★	0.00
Aug-25				0.00	★	0.00
Sep-25				0.00	★	0.00
Oct-25				0.00	★	0.00
Nov-25				0.00	★	0.00
Dec-25				0.00	★	0.00
<b>TOTAL FUNDING</b>		0.00	0.00			
<i>difference to total funding</i>		\$0.00	\$0.00			

<b>C. Amounts Budgeted/ Expended to date:</b>				
Enter any additional sources of funds and the amount of the funds budgeted/ expended in this period.				
Funding Source	Budgeted	Expended	Percentage Expended	Requested for Reimbursement
CDBG Funds		\$0.00		\$0.00
Other				
Other				
<b>Total</b>		\$0.00		

<b>D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.</b>

<b>E. Project Performance</b>				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Performance Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

**MONTHLY PERFORMANCE REPORT (CONT'D)**

Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

**F. Describe your project progress during this reporting period.**

--

**G. Report prepared by:**

Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.

Name		Signature	_X_
Tel/ Contact No.			
Date			

Send report to: Bud Cheney or Project Coordinator, CIREIS Division  
Housing & Economic Development

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

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

**I. DEFINITIONS**

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

**II. ASBESTOS SURVEYS**

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

For Renovation Projects (projects which will be reoccupied):

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

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

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

### III. ASBESTOS ABATEMENT

#### A. RENOVATION

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



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

**B. DEMOLITION**

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

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

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

#### **IV. NESHAP NOTIFICATION**

##### **A. RENOVATION**

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

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

##### **B. DEMOLITION**

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

##### **C. NESHAP FORM**

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

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

#### **V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

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

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

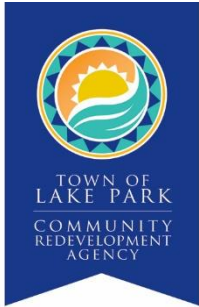
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  - 1. Title XVIII, Chapter 255, Public property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

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## SCHEDULE "III"

### PROJECT BUDGET

ORGANIZATION: Town of Lake Park				CONTACT NAME: John Wille						
PROGRAM: Capital Improvements Project				TITLE: Capital Projects						
FY 2023-2024 PALM BEACH COUNTY CDBG				PHONE: 561-881-3345						
A. PROJECT DELIVERABLES - WEST ILEX PARK PLAYGROUND PH II IMPROVEMENTS										
								</		



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** August 16, 2023  
**Originating Department:** Police - 200  
**Agenda Title:** PBSO Service Contract for the Town of Lake Park for Community Policing Services

**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake  
Park, ou=Town Manager,  
email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.08.02 16:39:21 -0400 **Date:** \_\_\_\_\_

**Cost of Item:** \$3,413,715.00 **Funding Source:** General Fund  
**Account Number:** 001-200-34010 **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: 2023.08.02 13:45:20 -0400

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

**Attachments:** Lake Park 20th Addendum to Palm Beach County Sheriff's Office Agreement

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

**Summary Explanation/Background:** On October 1, 2005, the Town of Lake Park signed the initial contract with the Palm Beach County Sheriff's Office ("PBSO"). Over the past 18 years, PBSO has continued to provide police services for the Town and its residents. Over the past six years, with the implementation of various technologies such as ShotSpotter, License Plate Readers, and State of the Art Surveillance Camera systems, the crime rate has decreased significantly. This Addendum incorporates a 3% increase and recommends maintaining the current service levels for Fiscal Year 2024.

### Recommended Motion:

I move to Approve Resolution .

## RESOLUTION 59-08-23

**A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE 20<sup>th</sup> AMENDMENT TO THE PBSO CONTRACT BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 10 AND THE TOWN TO PROVIDE POLICE SERVICES TO LAKE PARK, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Whereas** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**Whereas** the 20<sup>th</sup> Amendment to the Sheriff's contract provides for the resources of the Palm Beach County Sheriff's Office in providing police services to the Town of Lake Park, and

**Whereas** the 20<sup>th</sup> Amendment includes a three percent increase to the contract costs for such services, and

**Whereas** the Town Commission has determined it is in the best interests of the municipality to enter into the contractual arrangement with Palm Beach County Sheriff's Office; and

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

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

**Section 2.** The Town Commission authorizes and directs the Mayor to execute the Interlocal Agreement between the Resource Center of Palm Beach County and the Town of Lake Park, Florida.

**Section 3.** This Resolution shall become effective immediately upon execution.

**TWENTIETH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK**

This Twentieth Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as “Town”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The Town and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, a Tenth Addendum effective October 01, 2014, an Eleventh Addendum effective October 01, 2015, a Twelfth Addendum effective October 01, 2016, a Thirteenth Addendum effective October 01, 2017, a Fourteenth Addendum effective October 01, 2018, a Fifteenth Addendum effective October 01, 2019, a Sixteenth Addendum effective October 01, 2020, a Seventeenth Addendum effective October 01, 2021, an Eighteenth Addendum effective October 01, 2022, and a Nineteenth Addendum effective February 27, 2023, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to set forth the consideration for the third year of the extended contract term.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2023 through September 30, 2024 as follows: The total amount due for the annual period referenced above shall be \$3,413,715.00. Monthly payments shall be \$284,476.25.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE****THE TOWN OF LAKE PARK**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Roger Michaud

Title: Sheriff

Title: MAYOR

Witness: \_\_\_\_\_  
Ronald Mattino, Major

Witness: \_\_\_\_\_  
Vivian Mendez, Town Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to legal  
form and sufficiency

\_\_\_\_\_  
Town Attorney





# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** August 16, 2023

**Originating Department:** Public Works

**Agenda Title:** Resolution Authorizing and Directing the Mayor to Execute a Contract between the Town of Lake Park and Sunshine Land Design, Inc., to Provide Stormwater Improvements and Road Resurfacing Services on Second Street.

**Approved by Town Manager:** John D'Agostino Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2023.08.08 16:57:30 -04'00' **Date:** \_\_\_\_\_

**Cost of Item:** \$526,513.12 **Funding Source:** Grant, 2<sup>nd</sup> Street Bioswale

**Account Number:** 402-XXXXX **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: 2023.08.08 13:56:52 -04'00'

**Advertised:** \_\_\_\_\_

**Date:** 5/7/2023 **Newspaper:** Plam Beach Post

**Attachments:**

1. Agenda Request Form
2. Resolution
3. Contract Agreement between the Town of Lake Park and Sunshine Land Design, Inc.
4. ITB #108-2023 Bid Package Submittal from Sunshine Land Design, Inc.
5. Grant Agreement between FDEP and Town of Lake Park for Project Construction

**Please initial one:**

Yes, I have notified everyone

Not applicable in this case

### Summary Explanation/Background:

The development of the Town's Stormwater Master Plan (SWMP) provided an opportunity to engage in extensive research and advanced hydrology and hydraulic modeling that confirmed

that the Town's storm water network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2).

Figure 2



Figure 2



Over the following two years, Town staff and stormwater consultants worked to secure grant funding for this important project, securing grant funding for both project design and construction.

Specifically, in August 2021, the Town entered into an agreement with the Florida Department of Environmental Protection, Coastal Partnership Initiative for planning (design) grant funding in the amount of \$30,000.00.

Also in August 2021, the Town Commission approved Resolution 63-10-21, approving a Work Authorization in an amount of \$85,000.00, for Water Resources Management Associates (WRMA) to develop 100% construction-ready plans for 2nd Street Roadside Bioswale Project (the Project). WRMA is one of the Town's stormwater engineering consultants and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

Concurrently with the approval of the WRMA work authorization and to help offset the projected costs to construct the Project, Town staff applied for Florida Department of Environmental Protection, Resilient Florida Grant Program funding and was notified on February 1, 2022, that a grant award in the amount of \$553,784.54 (*with no match*) had been approved.

Additionally, in May 2023, Town staff published an invitation to bid for the 2nd Street Resurfacing and Green Infrastructure (GI) project based on design plans prepared by WRMA and on June 8, 2023, three (3) bid proposals were received by the Town.

Following careful review and analysis of the three (3) bids, Town staff determined that the proposal submitted by Sunshine Land Design, Inc., in an amount of **\$526,513.12**, was compliant, satisfied all bid requirements, and was the responsive low bid.

**Figure 3. Project Rendering**



There is no Town match requirement associated with this grant or this project and the bid amount submitted by Sunshine Land Design, Inc., is within the grant allocation amount. Finally, this implementation-focused grant-funded project is consistent with flood mitigation strategies included in the Town's SWMP.

Accordingly, the Town Manager recommends approval of the contract with Sunshine Land Design, Inc.

**Recommended Motion:**

**I MOVE TO ADOPT RESOLUTION \_\_\_\_\_.**

**RESOLUTION 60-08-23**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND SUNSHINE LAND DEVELOPMENT, INC., TO PROVIDE STORMWATER IMPROVEMENTS AND ROAD RESURFACING SERVICES ON SECOND STREET; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Manager previously determined a need for improving the stormwater drainage system along Second Street, between Foresteria Drive and Evergreen Drive (the "Project"); and

**WHEREAS**, the Town staff prepared an Invitation to Bid Number 108-2023 (ITB) to solicit bids from qualified bidders for the Project; and

**WHEREAS**, on June 8, 2023, Town staff received three (3) bids and following their evaluation, it was determined that the bid provided by Sunshine Land Development, Inc., (the "Contractor"), in an amount of \$526,513.12, was the lowest responsive and responsible bid; and

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

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with Sunshine Land Development, Inc., for the provision of Second Street resurfacing and green infrastructure construction services.

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

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract between the Town and Sunshine Land Development, Inc., to provide stormwater drainage improvements and road resurfacing services. A copy of the contract is attached hereto and incorporated herein as Exhibit A.

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

**CONTRACT TO PROVIDE STORMWATER IMPROVEMENTS AND ROAD  
RESURFACING SERVICES ON SECOND STREET.**

**THIS CONTRACT TO PROVIDE STORMWATER IMPROVEMENTS AND ROADWAY RESURFACING SERVICES ON SECOND STREET (Contract)** is made between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Sunshine Land Design, Inc., with an address of 3291 SE Lionel Terrace, Stuart, Florida 34997 ("Contractor") (collectively "the Parties") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSETH THAT:**

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

**WHEREAS**, the Town Manager previously determined a need for improving the stormwater drainage system along Second Street, between Foresteria Drive and Evergreen Drive (the "Project"); and

**WHEREAS**, the Town's Public Works Department staff prepared an Invitation to Bid No. 108-2023 (ITB) to solicit bids from qualified bidders for the Project; and

**WHEREAS**, on June 8, 2023, Town staff received three (3) bids and following their evaluation, it was determined that the bid provided by Sunshine Land Design, Inc., (the "Contractor"), in an amount of \$526,513.12, was the lowest responsive and responsible bid; and

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

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract with Sunshine Land Design, Inc., for the provision of the Project's construction services.

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

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

**2. COST OF SERVICES**

This term of the Contract shall begin following the date of the parties execution of the Contract at the time of the issuance of a Notice to Proceed for the Project.

The cost for the Project shall be **\$526,513.12**.

### **3. LAWS AND REGULATIONS**

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

### **4. LICENSES, PERMITS AND FEES**

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

### **5. SUBCONTRACTING**

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

### **6. ASSIGNMENT**

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

### **7. RESPONSIBILITIES AS EMPLOYER**

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

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

### **8. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Town, its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers,

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

The Contractor shall have and maintain during the term insurance coverage issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which identify the Town as an additional insured and provide that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change to the insurance. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town and agreed to prior to the execution of the Contract.

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

The selected Contractor shall provide insurance coverage as follows:

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

## **9. CONTRACT TIME**

The number of days within which, or the date by which, the Project is to be completed (the Contract Time) shall be 150 calendar days from notice to proceed to substantial completion, plus 30 days from substantial completion to final completion, for a total Contract Time of 180 days.

## **10. LIQUIDATED DAMAGES**

The provisions of the Contract as to liquidated damages in the event of failure to complete the Project with the Contract Time are as follows: Liquidated damages shall be \$100.00 for each calendar day beyond the completion time stipulated.

## **11. MODIFICATION OF CONTRACT**

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

## **12. TERMINATION FOR CONVENIENCE**

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

## **13. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Contract before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required work and/or services for the Project from any source and use any method deemed in its best interest to provide the work and services. All re-procurement costs shall be borne by the Contractor.

## **14. ACCESS AND AUDIT OF RECORDS**

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

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



## **15. OFFICE OF THE INSPECTOR GENERAL**

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

## **16. BINDING EFFECT**

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

## **17. SEVERABILITY**

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

## **18. GOVERNING LAW AND VENUE**

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

## **19. ATTORNEY'S FEES**

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

## **20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

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

During the performance of this Contract, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor

shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

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

## **21. NO DISCRIMINATION CLAUSE**

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

## **22. MINIMUM WAGE REQUIREMENTS**

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

## **23. PUBLIC RECORDS**

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

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

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

## 23. ATTACHMENTS TO CONTRACT

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

- Attachment 1: Invitation to Bid (ITB) No. 108-2023  
2<sup>nd</sup> Street Resurfacing & Green Infrastructure Improvements  
Including all addendum associated with this ITB.
- Attachment 2: Exhibit A – Project Plans, as prepared by Water Resources  
Management Associates, Inc.
- Attachment 3: Exhibit B – Project Specifications
- Attachment 4: Exhibit C – Seacoast Utility Authority Specifications
- Attachment 5: Exhibit D – DEP Grant Contract Documentation
- Attachment 6: Exhibit E – Bid Form Documents
- Attachment 7: Bid Response Proposal to ITB No. 108-220 submitted  
Sunshine Land Design, Inc. on Thursday, July 08, 2023, at  
1:51 pm.

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

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Roger D. Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023 by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Sunshine Land Design, Inc.  
3291 SE Lionel Terrace  
Stuart, Florida 34997

By:   
Signature

Its: Margaret Fenton  
Title Vice President

---

Written Name:

P:\DOCS\26508\00001\DOC\28G3909.DOCX

TOWN OF LAKE PARK

# BID FORM DOCUMENTS

FOR

SECOND STREET RESURFACING  
& GREEN INFRASTRUCUTRE



**SCHEDULE A**  
**SCHEDULE OF BID ITEMS**

The BIDDER agrees to execute agreement in strict accordance with the Contract Documents in the full amount of the Contract Price.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
	<b>GENERAL</b>				
1	Mobilization, Demobilization, Bonds, Insurance	LS	1.0	\$ 39,001.00	39,001.00
2	Maintenance of Traffic	LS	1.0	\$ 28,000.00	28,000.00
3	As-Built Record Drawings	LS	1.0	\$ 20,160.00	20,160.00
4	NPDES / All Erosion Protection Measures	LS	1.0	\$ 11,200.00	11,200.00
5	Professional Audio/Video of Construction Site & Photographs	LS	1.0	\$ 2,800.00	2,800.00
	<b>ROADWAY</b>				
6	Full Depth Removal & Disposal of Existing Pavement Section, Scarify 4" of Subgrade	SY	733.0	\$ 22.40 -	16,419.20
7	Remove Existing Concrete Sidewalks and Driveways (Varying Thickness)	SY	538.0	\$ 22.40 -	12,051.20
8	1-1/4 in. Mill Existing Roadway Asphalt	SY	1858.0	\$ 8.96 -	16,647.68
9	Resurface with 1-1/4 in. Superpave Asphaltic Concrete SP 9.5 Overlay	TON	129.0	\$ 224.00 -	28,896.00
10	Variable Thickness Overbuild with Superpave Asphaltic Concrete SP 9.5	TON	61.5	\$ 280.00 -	17,220.00
11	Grade and Stabilize Shoulder 6" Depth LBR 40	SY	417.0	\$ 28.00 -	11,676.00
12	ADA-Compliant Tactile Warning Surface Mat (Yellow)	SF	110.0	\$ 57.96 -	6,375.60
13	F&I Concrete Sidewalk 4 in. Thick (3000 PSI)	SF	4234.0	\$ 9.96 -	42,151.82
14	F&I Concrete Sidewalk & Driveway Aprons 6 in. Thick (3000 PSI)	SF	1715.0	\$ 11.20 -	19,208.00
15	Existing Header Curb Sawcut, Removal & Taper Adjustment	LF	23.0	\$ 56.00 -	1,288.00
	<b>STRIPING</b>				
16	6" Double Yellow Solid Thermoplastic Striping	LF	413.0	\$ 8.53 -	3,524.71
17	24" Single White Solid Thermoplastic Stop Bar Striping	LF	102.0	\$ 14.22 -	1,450.85

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
<b>STORMWATER</b>					
18	F&I 24" Dia. Nyloplast Drain Basin < 5' Ht. w/Standard Grate	EA	1.0	\$ 4,469.88	4,469.88
19	F&I 18" Dia. Nyloplast Drain Basin < 5' Ht. w/Standard Grate	EA	3.0	\$ 3,565.70	10,697.10
20	F&I 10" Dia. Nyloplast Drain Basin < 5' Ht. w/Standard Grate	EA	1.0	\$ 1,444.36	1,444.36
21	F&I 15" Dia. ADS HP Storm Polypropylene Solid Pipe	LF	47.0	\$ 51.00 -	2,397.23
22	F&I 12" Dia. ADS HP Storm Polypropylene Solid Pipe	LF	40.0	\$ 41.62 -	1,664.61
23	F&I 8" ADS N-12 HDPE Solid Pipe	LF	75.0	\$ 19.36 -	1,451.90
24	F&I ADS SC-160LP Stormtech Chamber System (Includes Chambers, Endcaps, No. 57 Stone, Filter Fabric)	LS	1.0	\$ 27,746.84	27,746.84
25	F&I Bio-Swale G-1 Per Layout and Section	LS	1.0	\$ 3,971.43	3,971.43
26	F&I Bio-Swale G-2 Per Layout and Section	LS	1.0	\$ 19,843.79	19,843.79
27	F&I Bio-Swale G-3 Per Layout and Section	LS	1.0	\$ 8,068.45	8,068.45
28	F&I Bio-Swale G-4 Per Layout and Section	LS	1.0	\$ 6,851.19	6,851.19
29	F&I Bio-Swale G-5 Per Layout and Section	LS	1.0	\$ 9,195.53	9,195.53
30	F&I Bio-Swale G-6 Per Layout and Section	LS	1.0	\$ 11,246.40	11,246.40
<b>LANDSCAPING</b>					
31	Clearing and Grubbing	SY	1621.0	\$ 11.20 -	18,155.20
32	F&I Bahia Grass Sod (Paspalum Notatum)	SY	1112.0	\$ 12.02 -	13,361.08
33	F&I Buttonbush Shrubs 7 Gal. 36" x 36" (Cephalanthus Occidentalis)	EA	12.0	\$ 93.27 -	1,119.23
34	F&I Dwarf Cocoplum Shrubs 3 Gal. 12" x 18" (Chrysobalanus Icaco 'Horizontalis')	EA	300.0	\$ 44.31 -	13,292.16



Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
35	F&I Chalky Broomsedge Bluestem Grass 1 Gal. 12" x 18" (Andropogon Virginicus Glaucus)	EA	39.0	\$ 24.95 -	973.19
36	F&I Wiregrass 1 Gal. 6" (Aristida Stricta Var. Beyrichiana)	EA	356.0	\$ 22.92 -	8,157.81
37	F&I Muhly Grass 3 Gal. 18" x 18" (Muhlenbergia Capillaris)	EA	453.0	\$ 33.61 -	15,225.87
38	F&I Sand Cordgrass 3 Gal. 24" x 24" (Spartina Bakeri)	EA	179.0	\$ 36.67 -	6,563.72
39	F&I Dwarf Fakahatchee Grass 3 Gal. 18" x 18" (Tripsacum Floridanum)	EA	190.0	\$ 31.06 -	5,902.01
40	F&I Swamp Milkweed Perennials 2 Gal. 12" x 12" (Asclepias Incarnata)	EA	66.0	\$ 42.27 -	2,789.74
41	F&I Canna Perennials 3 Gal. 18" Ht. (Canna Flaccida)	EA	177.0	\$ 43.29 -	7,661.98
42	F&I Leavenworth's Tickseed Perennials 1 Gal. 12" x 12" (Coreopsis Leavenworthii)	EA	118.0	\$ 23.93 -	2,824.26
43	F&I Blue Flag Iris Perennials 1 Gal. 18" x 12" (Iris Virginica)	EA	147.0	\$ 22.92 -	3,368.53
	<b>ALLOWANCES **</b>				
44	Sewer Service Adjustments Allowance (Includes all Labor and Materials)	AL	1.0	\$ 10,000.00	\$10,000.00
45	Water Service, Meter Box & Adjustments Allowance (Includes all Labor and Materials)	AL	1.0	\$ 10,000.00	\$10,000.00
46	Undefined Underground Condition & Permit Fees Allowance	AL	1.0	\$ 20,000.00	\$20,000.00

**TOTAL BASE BID ITEMS 1 THROUGH 46** \$ 526,513.52  
In Numbers

**TOTAL BASE BID ITEMS 1 THROUGH 46** \$ \_\_\_\_\_  
In Words  
Five Hundred Twenty Six Thousand Five Hundred Thirteen Dollars & Fifty Two Cents.

**\*\*Note:** Bid Allowances are to be used at the discretion of the owner.  
Un-used Allowance amounts shall be returned to the owner.

**BOND NO.** Bid bond

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, we, Sunshine Land Design, Inc. a Florida corporation with a principal business address of 535 Park Avenue, Lake Park, FL, 33403, as Principal, and Berkley Insurance Company, a Delaware corporation with a principal business address of 475 Steamboat Road, Greenwich, CT 06830

, as Surety, are bound to **Town of Lake Park**, as Oblige, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of \$ Five Percent of Bid Amount, payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

**WHEREAS**, the Principal is herewith submitting its bid for 2nd Street Resurfacing and Green Infrastructure

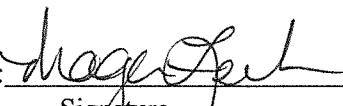
ITB #108-2023

**THE CONDITION OF THIS OBLIGATION** is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Oblige in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Oblige the damages which the Oblige may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Oblige in the bid process, in the event that the Oblige in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 8 day of June, 2023.

**PRINCIPAL:**

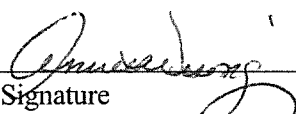
Sunshine Land Design, Inc.

By:   
Signature

Margaret Fenton, Vice President  
Name President

**SURETY:**

Berkley Insurance Company

By:   
Signature

Annette Wisong, Attorney in Fact  
Name Attorney-in-Fact

**POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE**

Item 8.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Annette Wisong; Joseph R. Williams; Sarah Hancock; Edward Mooney; Brian McCarter; or Rebecca Howard of USI Insurance Services, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of January, 2023.



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of January, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

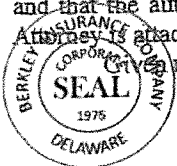
MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 8 day of June, 2023.



Vincent P. Forte  
Vincent P. Forte

**BID FORM**BIDDER: Sunshine Land Design, Inc.PROJECT: SECOND STREET RESURFACING & GREEN INFRASTRUCTURE; BID No. 108-2023DATE: 6/8/2023

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

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

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

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

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

DATE	ADDENDUM NUMBER
<u>5/15/2023</u>	<u>1</u>
<u>5/24/2023</u>	<u>2</u>
<u>5/24/2023</u>	<u>3</u>

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

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

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

e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.

b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ENGINEER upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

5. a. BIDDER agrees that the Work will be complete within 150 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 180 calendar days from the date when the Contract Time commences to run.

b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- a. Required Bid Security,
- b. Unit Price Schedule,
- c. Schedule of Subcontractors,
- d. Schedule of Suppliers, Equipment and Materials,
- e. Required forms, and
- f. Questionnaire Sheet.

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

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

CGC1519137, CGC1518885

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

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

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

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

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

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

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

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

If BIDDER is:

**AN INDIVIDUAL**

By (sign here): \_\_\_\_\_

(Print Individual's Name): \_\_\_\_\_

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**A PARTNERSHIP**

\_\_\_\_\_  
(Partnership Name)

By (sign here): \_\_\_\_\_

(Print General Partner's Name): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

Sunshine Land Design, Inc.  
(Corporation Name)

Florida  
(State of Incorporation)

By (sign here):  \_\_\_\_\_

(Print Name of Person Authorized to Sign): Margaret Fenton

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

Business address: 3291 SE Lionel Terrace, Stuart, Florida 34997

Phone No. 772-283-2648

**A LIMITED LIABILITY COMPANY**

---

(LLC Name)

By (Sign here): \_\_\_\_\_

(Print Name of Person Signing): \_\_\_\_\_

Its: \_\_\_\_\_

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

---

(Address)

Phone No. \_\_\_\_\_

**A JOINT VENTURE**

---

(Joint Venture Name)

By (sign here): \_\_\_\_\_

(Print Name of Person Signing): \_\_\_\_\_

---

(Address)

Phone No. \_\_\_\_\_

By (sign here): \_\_\_\_\_

(Print Name of Person Signing) \_\_\_\_\_

---

(Address)

Phone No. \_\_\_\_\_

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



### LIST OF SUBCONTRACTORS

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

1. Name of Firm Trinity Striping, Inc.  
 Address 11288 59th St N, West Palm Beach, Florida 33411  
 Work to be performed: Striping
2. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
3. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
4. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
5. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_
6. Name of Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Work to be performed: \_\_\_\_\_

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

### SCHEDULE OF SUPPLIERS, EQUIPMENT AND MATERIALS

List Suppliers and Manufacturers to be used on the Project

DESCRIPTION	SUPPLIER	MANUFACTURER	MODEL
Drainage	Core & Main	Advance Drainage System	ADS SC-160LP
Drainage	Core & Main	Nyloplast America	Varies

Failure to utilize suppliers, equipment and manufacturers listed in the Technical Specifications shall be cause for Bid rejection.

**DEBARRED FIRMS**

The undersigned hereby certifies that the firm of Sunshine Land Design, Inc.  
has not and will not award a subcontract, in connection with any contract awarded to it as the result  
of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards,  
Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal  
Law.

Sunshine Land Design, Inc.

Name of Firm Submitting Bid



Signature of Authorized Official

Vice President

Title

6/8/2023

Date

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes Chapter 553, Part III Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of the Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
A.	Shoring				
B.	Benching				
C.					
D.					

## QUESTIONNAIRE SHEET

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

1. How many years has your organization been in business as a general contractor?

39

2. What are the last three projects of this nature that you have completed? Provide the dates that the projects were completed and the name and correct phone number for OWNER's representative for each project. A listing of three such projects is strongly preferred. However, a lesser number may, at the OWNER's sole discretion, be considered sufficiently responsive.

3/2021: Sunset Trail Neighborhood Restoration - Noehmi Felix (772)-288-5957

12/2021: Mapp Rd. Town Center - George Dzama P.E. (772) - 463 - 2837

2/2023: CR-707 SE Beach Road Resurfacing - Keith Baker (772) -463-2848

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Provide the names, telephone numbers and addresses of corporations or individuals or agencies for which you have performed work in Palm Beach County of a type similar to the work which is the subject of this Bid. A listing of three such projects is preferred.

Loxahatchee Roadway Improvements - Scott Isberner (561) - 741-2281

5. Have your employees or agents personally inspected the site of proposed work? Yes

6. Has your organization prepared a complete plan for its performance of this project?  
Please explain.

Yes, a completed plan has been developed and will be submitted prior to  
the pre construction meeting.

7. Name the on-site project superintendent you will utilize for this job and that person's qualifications including years directly employed by BIDDER.

Timothy Taylor, CGC1519137 & CUC1223792, 39 Years

8. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

a. The correct name of BIDDER is Timothy Taylor, Margaret Fenton

b. The business is a Corporation

c. The address or principal place of business is:

3291 SE Lionel Terrace, Stuart, Florida 34997

- d. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

<u>Timothy Taylor</u>	<u>President</u>
Name	Title
<u>Frankie Taylor</u>	<u>Vice President</u>
Name	Title
<u>Margaret Fenton</u>	<u>Vice President</u>

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

(Sign here) 

Name: Margaret Fenton

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

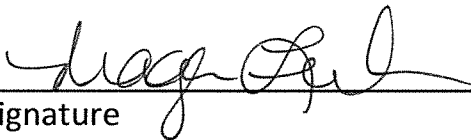
  X   To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

       The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Sunshine Land Design, Inc.

Firm Name



Signature

Margaret Fenton, Vice President

Name and title (Print or Type)

6/8/2023

Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Sunshine Land Design, Inc.

Firm Name



Signature

Margaret Fenton, Vice President

Name and Title (Print or Type)

6/8/2023


Date



**DRUG-FREE WORKPLACE**

Sunshine Land Design, Inc. is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Sunshine Land Design, Inc.  
Firm Name  
  
Signature

Margaret Fenton, Vice President  
Name and title (Print or Type)

6/8/2023  
Date

# NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Before me, the undersigned authority, personally appeared Margaret Fenton, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Vice President of Sunshine Land Design, Inc., the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 108-2023 Title: 2nd Street Resurfacing and Green Infrastructure

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such

Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

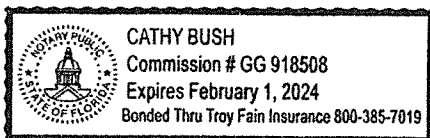
The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

d.

Margaret Fenton  
Signature

Subscribed and sworn to (or affirmed) before me this 8 day of June, 2023, by Margaret Fenton, who is personally known to me or who has produced \_\_\_\_\_, as identification.

SEAL



Notary Signature

Notary Name:

Notary Public (State):

My Commission No.:

Expires on:

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

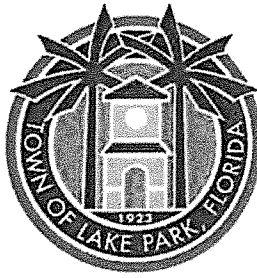
This document must be executed by a Corporate Officer.

By: Margaret Fenton



Title: Vice President

Date: 6/8/2023



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

**PROJECT:**  
**2<sup>nd</sup> Street Resurfacing and Green Infrastructure**  
**ITB #: 108-2023**

## **ADDENDUM #1:**

**May 15, 2023**

**Question 1:** "Please confirm bid date ?  
 Documents indicated Thursday, June 06, 2023, however June 06 is a Tuesday.

**Response:** The project bid submittal date is: **THURSDAY, JUNE 08, 2023 AT 2:00 PM.**

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

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

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

Date: \_\_\_\_\_

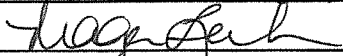
Signed By: \_\_\_\_\_  
 Vivian Mendez, MMC  
 Town Clerk

**Vivian  
 Mendez,  
 MMC**

Digitally signed by Vivian Mendez,  
 MMC  
 DN: cn=Vivian Mendez, MMC,  
 o=Town of Lake Park, ou=Town  
 Clerk,  
 email=vmendez@lakeparkflorida.g  
 ov, c=US  
 Date: 2023.05.15 09:26:00 -04'00'

### **Bidder Acknowledgement of Receipt of Addendum #1:**

Company Name: Sunshine Land Design, Inc.

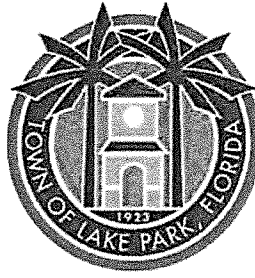
Authorized Signature: 

Print Name: Margaret Fenton

Title: Vice President

Date: 6/8/2023

End of Addendum No. 1



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

**PROJECT:**  
**2<sup>nd</sup> Street Resurfacing and Green Infrastructure**  
**ITB #: 108-2023**

## **ADDENDUM #2:**

**May 24, 2023**

**Question 1:** *The schedule of bid items "1- Bid Documents #108-2023" and "6-Exhibit E – Bid Form Documents" have different bid items. Which one do I use for my bid ?*

**Response:** **The SCHEDULE A – Schedule of Bid Items shown in 6 – Exhibit E – Bid Form Documents" are the correct bid items.**

**Attached for clarity is the SCHEDULE A – Schedule of Bid Items that is to be used.**

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

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

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

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Vivian Mendez, CMC  
 Town Clerk

### **Bidder Acknowledgement of Receipt of Addendum #2:**

Company Name: Sunshine Land Design, Inc.

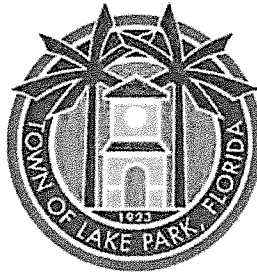
Authorized Signature: \_\_\_\_\_

Print Name: Margaret Fenton

Title: Vice President

Date: 6/8/2023

End of Addendum No. 2



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

**PROJECT:**  
**2<sup>nd</sup> Street Resurfacing and Green Infrastructure**  
**ITB #: 108-2023**

## **ADDENDUM #3:**

**May 24, 2023**

**Question 1:** *In Exhibit B – Project Specifications, Section 01020, page number 01020-1 the contingency allowance is \$10,000 / \$20,000 / \$30,000, but on the schedule of bid items it says \$10,000 / \$10,000/ \$20,000. Please confirm which one we should use.*

**Response:** **Please disregard the reference to Contingency Allowance in Exhibit B – Project Specifications / General Conditions / Section 01020 Allowance.**

**All allowances to be included as part of the bid price are indicated on the Schedule A – Schedule of Bid Items included in Exhibit E. (also included in Addendum #2)**

Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

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

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

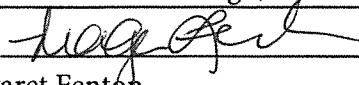
Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Vivian Mendez, CMC  
 Town Clerk

### **Bidder Acknowledgement of Receipt of Addendum #3:**

Company Name: Sunshine Land Design, Inc.

Authorized Signature: 

Print Name: Margaret Fenton

Title: Vice President

Date: 6/8/2023

End of Addendum No. 3



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**FENTON, MARGARET HELEN**

SUNSHINE LAND DESIGN, INC.  
3291 SE LIONEL TERRACE  
STUART FL 34997

**LICENSE NUMBER: CGC1518885**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**TAYLOR, TIMOTHY RICHARD**

SUNSHINE LAND DESIGN, INC.  
3291 SE LIONEL TERRACE  
STUART FL 34997

**LICENSE NUMBER: CGC1519137**

**EXPIRATION DATE: AUGUST 31, 2024**

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This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**TAYLOR, TIMOTHY RICHARD**

SUNSHINE LAND DESIGN, INC.  
3291 SE LIONEL TERRACE  
STUART FL 34997

**LICENSE NUMBER: CUC1223792**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)




Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): **Storm Water Master Plan 5% Roadway Bioswales Program -- 2nd Street Project** Agreement Number: **22FRP76**
2. Parties: **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Town of Lake Park** Entity Type: **Local Government**
- Grantee Address: **535 Park Avenue, Lake Park, Florida 33403** FEID: **59-6000355** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**
4. Project Number: **FRP076** Project Location(s): **26.79823261 / -80.05515747**   
(If different from Agreement Number)
- Project Description: **Bioswales will be constructed in strategic areas along the roadside on 2nd Street where flooding has been documented.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$553,758.54</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>152-D 22</b>	<b>\$533,758.54</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$533,758.54</b>

6. Department's Grant Manager Name: **Deneka Smith** or successor
- Address: **Resilient Florida Program  
2600 Blair Stone Road, MS235  
Tallahassee, Florida 32399**
- Phone: **850-245-2171**
- Email: **Deneka.Smith@FloridaDEP.gov**
- Grantee's Grant Manager Name: **Roberto Travieso** or successor
- Address: **535 Park Avenue  
Lake Park, Florida 33403**
- Phone: **(561) 881-3345**
- Email: **rtravieso@lakeparkflorida.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with § 215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services
Certification

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	2/4/22
Total Federal Funds Obligated by this Agreement:	\$533,758.54
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Lake Park

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

John D'Agnostino, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

11/7/2022

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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ORCP Additional Signatures

---



DEP Grant Manager, Deneka Smith



DEP QC Reviewer, Jeremy Jimenez

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Local Sponsor may add additional signatures if needed below.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.



#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. **If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.**

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

## Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.



- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA).**

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.ildfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

## Attachment 1

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money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### **29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### **30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

#### **31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

#### **32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

#### **33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

#### **34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

#### **35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 22FRP76**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Storm Water Master Plan 5% Roadway Bioswales Program – 2<sup>nd</sup> Street Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

## 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

**Documentary Evidence Requirement for Subcontractor(s).** If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**Sea Level Impact Projection Study Requirement.** If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22FRP76**

**ATTACHMENT 3**

**PROJECT TITLE:** Storm Water Master Plan 5% Roadway Bioswales Program - 2<sup>nd</sup> Street Project

**PROJECT LOCATION:** The Project is located in Lake Park, Florida 33403 within Palm Beach County, Florida. Latitude: 26.79823261, Longitude: -80.05515747

**PROJECT DESCRIPTION:**

The Storm Water Masterplan 5% Roadway Bioswales Program - 2<sup>nd</sup> Street Project (Project) consists of the strategic placement of roadside bioswales at locations along 2<sup>nd</sup> Street where flooding has been documented. The goal of the project is to collect rainfall where it occurs and prevent runoff production from entering the Southern Outfall trunkline via un-impeded sheet flows to catch basin inlets. The bioswales will function to trap runoff for infiltration to the water table aquifer, to provide water quality and to reduce runoff volumes through evaporation and transpiration.

**TASKS AND DELIVERABLES:**

**Task 1: Bidding and Contractor Selection**

**DESCRIPTION:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.237, including Appendix II to 2 CFR Part 200, in order to select one or more qualified and licensed contractors to complete construction of the 2<sup>nd</sup> Street Bioswales storm drainage mitigation system.

**DELIVERABLES:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of the selected contractor(s).

**Task 2: Project Management**

**DESCRIPTION:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**DELIVERABLES:** The Grantee will submit project management reports signed by a Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

**Task 3: Construction**

**DESCRIPTION:** The Grantee will construct the roadside bioswales along 2<sup>nd</sup> Street between Foresteria Drive and Evergreen Drive in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

**DELIVERABLES:** The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

**PROJECT TIMELINE AND BUDGET DETAIL:**

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Bidding and Contractor Selection	Salary	\$ 10,000.00	\$ 0.00	\$ 10,000.00	Upon Execution	06/30/2026
		Fringe Benefits					
2	Project Management	Contractual Services	\$ 25,000.00	\$ 0.00	\$ 25,000.00	Upon Execution	06/30/2026
		Salary					
		Fringe Benefits					
3	Construction	Contractual Services	\$ 518,758.54	\$ 0.00	\$ 518,758.54	Upon Execution	06/30/2026
<b>Total:</b>			<b>\$ 553,758.54</b>	<b>\$ 0.00</b>	<b>\$ 553,758.54</b>		

**BUDGET DETAIL:**

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Local Amount</b>
1	Bidding and Contractor Selection	Salary	\$ 7,500	\$0
		Fringe Benefits	\$ 2,500	\$ 0
		<b>Total for Task:</b>	<b>\$ 10,000</b>	<b>\$ 0</b>
2	Project Management	Contractual Services	\$ 12,000	\$ 0
		Salary	\$ 9,500	\$ 0
		Fringe Benefits	\$ 3,500	\$ 0
		<b>Total for Task:</b>	<b>\$ 25,000</b>	<b>\$ 0</b>
3	Construction	Contractual Services	\$ 518,758.54	\$ 0
<b>Total for Task:</b>			<b>\$ 518,758.54</b>	<b>\$ 0</b>
<b>Project Total:</b>			<b>\$ 553,758.54</b>	<b>\$ 0</b>
<b>Percentage Match:</b>			<b>% 100</b>	<b>% 0</b>

**SALARY AND FRINGE BENEFITS BY TASK:** Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided.

Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

<b>Task No.</b>	<b>Position Title</b>	<b>Hourly Rate</b>	<b>Fringe Rate (%)</b>
1	Capital Projects Manager	\$51.49	49.20
	Storm-water Infrastructure Foreman	\$25.70	21.10
	Senior Accountant	\$29.27	42.10
	Public Works Director	\$56.39	30.07
2	Capital Projects Manager	\$51.49	49.20
	Storm-water Infrastructure Foreman	\$25.70	21.10
	Senior Accountant	\$29.27	42.10
	Public Works Director	\$56.39	30.07
3	Contractual Services	\$0.00	\$0.00



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

#### Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP 0125	\$553,758.54	152-D 22
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

**Attachment 5, Exhibit 1**

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*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$553,758.54	
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
  - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
  - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. **Final Project Report**. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.



## ATTACHMENT 8

### Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

##### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's



essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

### Attachment 8

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)**

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. **Procurement of Recovered Materials**

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. **Domestic Preferences for Procurement**

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## **ADMINISTRATIVE**

1. **General Federal Regulations**

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. **Rights to Patents and Inventions Made Under a Contract or Agreement**

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)**

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. **Whistleblower Protection**

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

## **Attachment 8**

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. **Notification of Termination (2 CFR § 200.340)**

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. **Additional Lobbying Requirements**

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970**

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. **Assurances**

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. **FFATA**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**Attachment 8**

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## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

## **Attachment 8**

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appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Resilient Florida Program  
Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	22FRP76		
<b>Project Title:</b>	Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project		
<b>Grantee Name:</b>	Town of Lake Park		
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>	(MM/DD/YYYY – MM/DD/YYYY)		
<p><b>INSTRUCTIONS:</b> Provide the following information for <b>all tasks and deliverables identified in Attachment 3, Grant Work Plan:</b> Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.</p> <p><b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 2:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 3:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 4:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager (or successor)

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 22FRP76**

**STORMWATER MASTER PLAN 5% ROADWAY BIOSWALES PROGRAM - 2<sup>ND</sup> STREET  
PROJECT**

**Town of Lake Park**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.



**Part I. Executive Summary****Part II. Methodology****Part III. Outcome**

*Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.*

**Part IV. Further Recommendations****Instructions for completing Attachment F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



# Florida Department of Environmental Protection

## EXHIBIT G

### PHOTOGRAPHER RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP76

#### RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

#### License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording  
file name(s): \_\_\_\_\_

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

Exhibit G, DEP Agreement #: 22FRP76

11/19/2021

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 22FRP76

Project Title: Storm Water Master Plan 5% Roadway Bioswales Program -- 2nd Street Project

Grantee: Town of Lake Park

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
  2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
  3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
  4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.
- 

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

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Grantee's Grant Manager Signature

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Print Name

---

Date



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: August 16, 2023

Agenda Item No.

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A FINDING OF NECESSITY AND DETERMINING THE EXISTENCE OF TWO OR MORE CONDITIONS IN A CERTAIN AREA OF THE TOWN OF LAKE PARK THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340 (8), FLORIDA STATUTES; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY'S FINDING OF NECESSITY STUDY; FINDING THE NEED FOR A COMMUNITY REDEVELOPMENT AREA UNDER THE PROVISIONS OF CHAPTER 163, PART III, OF THE FLORIDA STATUTES.

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

Approved by Town Manager

**Bambi**

Date:

*Nadia Di Tommaso / Community Redevelopment Director*

**McKibben-Turner**

Name/Title

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town  
 of Lake Park, ou=Assistant Town Manager/  
 Human Resources Director,  
 email=bturner@lakeparkflorida.gov, c=US  
 Date: 2023.08.10 10:20:53 -04'00'

<b>Originating Department:</b>  Town Manager/Community Development	<b>Costs: \$ Included in prior contract as an added service at no additional cost</b> Funding Source: Acct.  Jeffrey P. Duvall [ ] Finance	<b>Attachments:</b> → Resolution 38-05-23 → Finding of Necessity Report → Copy of Resolution 36-06-22 approving CRA Master Plan update in August 2022 and a copy of the Updated Plan → Legal Ad and Registered Mail to Taxing Authorities
<b>Advertised:</b> Date: <b>08/04/2023</b> Paper: <b>Palm Beach Post</b> [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <i>ND</i> <b>Please initial one.</b>

### **Summary Explanation/Background:**

On May 17, 2023, the Town Commission discussed and approved this item however, after approval it was identified that the required notices were not completed. Consequently, this item is coming back for approval, this time with advance notices to all taxing authorities and a legal ad in the Palm Beach Post having been completed prior to this meeting. The materials/substance being proposed remains the same at this time.

Palm Beach County has been in discussion with the Town on the Finding of Necessity since June 2023. Just recently, a call was requested by the County. This call was scheduled on August 8, 2023 per their request (one day before agenda item publication). The Town Manager, Community Development, and Business Flare participated in this call. The purpose of the County's request was so that they could share some questions/comments/concerns. On this call, the County explained that they will formally provide written comments only after the Town Commission considers the item on August 16 and it is transmitted to the County. As a courtesy, they wanted to verbally share some comments ahead of time. The County questioned the accuracy of the property values outlined in the Finding of Necessity by Business Flare and they also asked about any relevant raw data from PBSO, Fire or Code Enforcement, that would further justify the need for the CRA expansion, similar to the information provided in the original Finding of Necessity back in 1996. Business Flare explained that the property values are accurate however, they will double check them with the County to make sure. Business Flare also explained that the Statute requires two or more of a lengthy list of criteria to be met in order to justify slum and blight and that the Finding of Necessity meets the Statutory requirement. In an effort to work with the County, Business Flare will revisit the crime and crash data and possibly other relevant data to determine if more can be added to the Finding of Necessity (this is being done as a courtesy, but not as a requirement since the Finding of Necessity meets the Statutory requirements of Chapter 163).

If changes are made to the Finding of Necessity between the time this agenda item is published and the Commission considers it, an updated version will be distributed and explanations will be provided at the actual meeting (if applicable).

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In follow-up to the Updated CRA Master Plan that was approved by the Town in the summer of 2022, Business Flare was also tasked to prepare a finding of necessary for two potential expansion areas, as reviewed and discussed when the Updated CRA Master Plan was presented. The enclosed report, prepared by Business Flare, was also discussed in a meeting with Palm Beach County Commissioner Mack Bernard on February 21, 2023 in his office. The CRA Executive Director, a representative from Business Flare and the Town's Community Development Director were present. Commissioner Bernard understood the request and is in favor of including the north area that is prime for redevelopment and using that value increase to then assist the second southern area along Silver Beach using CRA residential rehabilitation programs. He recommended we work with Riviera Beach on the south side of Silver Beach when the home rehabilitation project moves forward in an effort to revitalize both sides of the roadway. Staff also met with Palm Beach County Administrator Verdenia Baker who expressed similar sentiments and appreciated that one expansion area would provide the added revenue (on the Town side thereby not necessitating added revenue from the County) to then revitalize the other expansion area.

The Town's CRA Board also considered this item at their March 15, 2023 meeting and unanimously recommended approval.

### **What is a Community Redevelopment Area or District?**

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community

Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area. Additional areas can be added if a Finding of Necessity is created for those areas and approved by the CRA Board and the County.

#### **Purpose of the Community Redevelopment Agency and CRA Plan**

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs or blighted conditions of the targeted area(s). The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area utilizing any legal development or redevelopment tool authorized by F.S. Statutes Chapter 163.

Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements, just to name a few. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning with a Finding of Necessity for the additional areas.

**Enclosed is the Finding of Necessity for the proposed CRA Expansion Areas. Business Flare provided the original presentation.**

**Recommended Motion:** I move to “**APPROVE**” Resolution 38-05-23.

**RESOLUTION 38-05-23**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A FINDING OF NECESSITY AND DETERMINING THE EXISTENCE OF TWO OR MORE CONDITIONS IN A CERTAIN AREA OF THE TOWN OF LAKE PARK THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340 (8), FLORIDA STATUTES; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY'S FINDING OF NECESSITY STUDY; FINDING THE NEED FOR A COMMUNITY REDEVELOPMENT AREA UNDER THE PROVISIONS OF CHAPTER 163, PART 111, OF THE FLORIDA STATUTES.**

WHEREAS, Chapter 163, Part III, Florida Statutes, has defined and provided for the conduct of redevelopment activities within municipalities and counties; and

WHEREAS, the Town Commission adopted Resolution No 14-1996 on April 3, 1996, finding the existence of blight conditions in that area of the Town of Lake Park, known as the Lake Park Community Redevelopment Area, as more particularly described in that resolution, and established the Community Redevelopment Agency (CRA) for that area; and

WHEREAS, by adoption of Resolution 65-1996, the Lake Park Community Redevelopment Area Plan was approved by the Town Commission on November 20, 1996 (the "1996 Plan"); and

WHEREAS, by adoption of Resolution R-96-1852 on November 6, 1996, the Palm Beach County Board of County Commissioners approved the 1996 plan; and

WHEREAS, the Town Commission adopted an updated and amended version of the 1996 plan as contemplated by Part III, Chapter 163, Florida Statutes, pursuant to Resolution -10-02-10 (the "2010 Plan"); and

WHEREAS, an updated and amended version of the 2010 Plan (the "Plan Update"), has been prepared which updates the 2010 Plan and addresses the redevelopment needs in the Community Redevelopment Area; and

WHEREAS, the Community Redevelopment Agency on May 6, 2022, approved the Plan Update and recommended it to the City Commission; and

WHEREAS, by adoption of Resolution 36-06-22 on June 1, 2022, the Town Commission approved the Plan Update and transmitted it to the Palm Beach County Board of County Commissioners; and

WHEREAS, the Palm Beach County Board of County Commissioners accepted, approved and filed the Plan Update at its January 24, 2023 Board of County Commissioners Meeting; and WHEREAS, the Town of Lake Park Community Redevelopment Agency authorized the completion of a Finding of Necessity Study pursuant to Chapter 163, Part III, Florida Statutes to evaluate the presence of blighted areas that are contiguous to the current redevelopment area boundaries; and

WHEREAS, the Town of Lake Park retained Business Flare, LLC to prepare a Finding of Necessity Study; and

WHEREAS, in accordance with Section 163.355, of the Florida Statutes, this Resolution is supported by data and analysis gathered and presented to the Town of Lake Park Community Redevelopment Agency Board of Commissioners on March 15, 2023; and

WHEREAS, there exists in the Town of Lake Park, within the study area of the Finding of Necessity Study, conditions of blight as identified in Chapter 163, Part III, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, does hereby find that more than two conditions of blight, as defined in Chapter 163.340 (8), Florida Statutes, exist in the study area.

Section 1. The Town Commission hereby approves the Finding of Necessity for the additional CRA Expansion Areas; transmits the Plan Update to the Board of County Commissioners of Palm Beach County, Florida; and authorizes and directs the Town staff to proceed with the implementation of the Expansion Areas into the CRA Master Plan.

Section 2. The Finding of Necessity Report, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 3. Effective Date. Pursuant to Section 163.40 Florida Statutes, the effective date of shall be the date the Finding of Necessity is approved by the Board of County Commissioners of Palm Beach County.



EXHIBIT "A"

Finding of Necessity Report

## 2022 FINDING OF NECESSITY - CRA EXPANSION

### Lake Park Community Redevelopment Agency

Town of Lake Park, Palm Beach County, Florida



**Prepared for**

Lake Park Community Redevelopment Agency

**Prepared by**

BusinessFlare®

September 30, 2022

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## Acknowledgements

The Lake Park Community Redevelopment Agency (CRA) professional staff and its expert redevelopment consultants, BusinessFlare® collaborated on this statutorily required report.

The Lake Park CRA is grateful to the many persons who participated in discussions during the Lake Park CRA Master Plan Update 2022 project, which lead to this report.

### CRA Board

Michael O'Rourke, Chair  
Kimberly Glas-Castro, Vice-Chair  
John Linden, Board Member

Roger Michaud, Board Member  
Mary Beth Taylor, Board Member  
Dr. Henry Stark, Board Member

### CRA Executive Director

John O. D'Agostino

### Community Development Director

Nadia DiTommaso

### Town Planners

Anders R. Viane  
Karen J. Golonka

### Consultants

BusinessFlare®  
Kevin Crowder, CEcD, Founder  
Camilo Lopez, Planner, Strategic Economic Designer  
Alicia Alleyne, Associate, Real Estate Professional

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## Executive Summary

The Town the Lake Park has implemented steps to conduct a Finding of Necessity for an expansion of the Lake Park Community Redevelopment Area (Lake Park CRA) created in 1996. The Town of Lake Park has had notable success with the Lake Park CRA. The Town desires to reach its full revitalization and economic potential by incorporating certain opportunity areas into the district.

The proposed expansion areas can realize long-term economic rebirth and contribute to a vibrant, enriched placemaking identity. The proposed expansion areas will benefit from the public and private investments a CRA designation generates, as well as potential property value increases. This report demonstrates why the Town of Lake Park and the Lake Park CRA now find it necessary to expand its district to include these areas. It explains how to designate an area as a CRA and how to implement redevelopment.

A Community Redevelopment Area is a government affiliate fiduciary district detailed in Florida Statutes Chapter 163. Under Section 163.355, a Finding of Necessity is a statutorily required to prioritize area(s) that require significant redevelopment efforts and alternative financing mechanisms. It requires an assessment of slum and blight as a precursor to designation. A Finding of Necessity must be supported by evidentiary data and thorough analysis of impaired conditions.

The Lake Park Community Redevelopment Agency (CRA) desires for all its residents to reach their full potential through deserved revitalization and economic growth through the proffered expansion. Over the last decade, many areas of Lake Park have rebounded effectively from the 2008 recession and recently from the 2020 pandemic. Yet, in keeping with past Florida cycles of redevelopment, certain neighborhoods have had more challenges and have not organically responded to shorter term economic rebounds led by venture capital and real estate market flips.

Without intervention now, slum and blighted areas impose onerous burdens onto the community, decrease the tax base, and constitute safety and public health menaces to the welfare of residents. Residents and small business owners are limited by rising investment rates and inflation, construction materials increases, wacky supply chain logistics, and labor shortages. Moreover, the expansion area has had longstanding barriers to equity investment. All these situations affect the output, success, and advancement in Lake Park.

The ability to create long term good will in Lake Park's asset base is rooted in uncovering and exposing feasible investment advantages in the expansion areas. These areas are often intuitively understood and realized by long-term residents and businesses as having deep intrinsic value. But areas with slum and blight conditions are rejected by U.S. institutional investors who determine worth through book value, risk level, and the goal to produce benefit above the going market rate of investment return.

Through dedicated efforts including the recent Lake Park CRA Master Plan Update and downtown land development regulation changes, the Town of Lake Park and its CRA staff have diligently prepared for this finding of necessity so all residents can experience revitalization and success.

### **Proposed Expansion Areas**

The proposed expansion areas ("Study Area") are approximately 67 acres, and is more specifically defined as:

(1) 10th Court (26 acres)

Northern edge of the existing CRA boundary, bounded by Northern Drive on the south, Northlake Boulevard on the north, FEC right-of-way on the west, and W Road on the east. This area is generally of commercial character with some residential on the eastern edge.

(2) Silver Beach Road (41 acres)

Southern edge of the existing CRA boundary, bounded by 7th Street on the west, Federal Highway/ US1 on the east, and Bayberry Drive on the north. This area also includes Bert Bostrom Park, and it is generally of residential character.

### **Legal Requirements**

Under Florida Statutes Section 163.340, the requirements of a Finding of Necessity are outlined. The below analysis follows this outline to examine the needed criteria and provides a final recommendation regarding a determination that a state of slum and blight exists.

#### Slum Determination Chapter 163.340 (7), Florida Statutes (1 must be present)

(7) "Slum area" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

#### Blight Determination Chapter 163.340 (8), Florida Statutes (2 must be present)

(8) "Blighted area" means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or

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more of the following factors are present (the proposed expansion areas for Lake Park CRA meets at least four or more of the following factors, see requirements table below):

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

**The table on the following page highlights the qualifying “blight” criteria present in the proposed expansion areas.**

**Proposed Expansion Areas of the Lake Park CRA Requirements Table**

Requirements for CRA Expansion (General)	Criteria Found in Proposed Expansion Areas of the Lake Park CRA
Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.	10th Court presents inadequate parking facilities and street layout with large, underutilized parking lots, back in parking into a major thoroughfare, and 5-point intersection. Silver Beach Road presents inadequate parking on swale areas.
Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.	10th Court and Silver Beach Road real property shows a stagnant position regarding any increase on assessed values. It fails to show any appreciable increase compared to other areas.
Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.	10th Court suburban shopping plaza shows a faulty layout with large parking lot in front and large, big box building (mostly vacant) on the rear. Its usefulness is underutilized as a potential mixed-use redevelopment project with sidewalk activity and better parking solutions. This site is a "gateway" site to the community.
Unsanitary or unsafe conditions.	10th Court shows unsanitary and unsafe conditions with trash dumpsters in plain view, not asphalted areas, holes in asphalt, cracked sidewalks, and overhead power lines. While Silver Beach Road shows trash on swale areas, and expose trash dumpsters, giving the impression of a deteriorating environment.
Deterioration of site or other improvements.	10th Court shows a large amount of inadequate and outdated buildings.
Falling lease rates per square foot of office, commercial, or industrial space	The northern expansion area has experienced some negative absorption of retail space, compared to significant



<p>compared to the remainder of the county or municipality.</p>	<p>positive absorption in the rest of the County. Compared to the rest of the Town and County, office and industrial space in the northern expansion area has a higher vacancy rate (13.4% for office compared to 3.6% in the Town and 8.6% in the County, and 6.2% for industrial compared to 0.5% in the Town and 3.5% in the County.</p> <p>Residential vacancy in the southern expansion area is 3.8% compared to countywide multifamily vacancy of 6.8% according to CoStar. Retail rates in the southern expansion area are \$21.53 per square foot compared to \$24.51 in the rest of the Town and \$32.3 in the County.</p>
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## Conclusion

This firm has conducted research in a professional manner following previous and widely accepted data accepted methodologies. This document includes information for each item listed here with visual, descriptive, and/or research-based information that supports the finding of slum and blight.

In addition to data analysis, physical site visits were conducted to testify that there is a sworn presence of blight as defined by Florida Statutes Chapter 163 in the proposed expansion areas of the Lake Park CRA.

This Finding of Necessity provides conclusive evidence that if left unattended, the blighted areas will undoubtedly persist. Given recent unfavorable economic outlooks, these conditions may worsen. They will consume additional resources while reducing the local tax base. The presence of slum and blight conditions are an economic and social liability to the Town of Lake Park and Palm Beach County.

# Introduction

## Town of Lake Park

Lake Park was incorporated in 1923 on land developed by the president of Waldorf Systems, Inc., Harry Seymour Kelsey. In its early years the town was conceived as Kelsey City a resort mecca and winter playground. Kelsey called the famous Olmsted brothers (landscape architects) and Dr. John Nolan to plan and design what would become the first zoned municipality south of Washington D.C. The Olmsted brothers were decedents of Frederick Law Olmsted the father of American landscape architecture and the designer of New York City's Central Park.

In 1923, electric lights were installed along the streets and the Town was formally incorporated. During this period, Kelsey City attracted nationwide attention as a revolutionary town per its design, which led to unprecedented activity and continued growth. Then, the land boom began to slow at the end of 1925, leading to a decline in the local real estate. The 1928 hurricane caused extensive damage that it was decades before Kelsey City was able to recover. By the late 1930s the Works Progress Administration (WPA) had paved roads in the town and 80% of the property had been purchased by the Tesdem Company, headed by Sir Harry Oakes, a millionaire who planned to create an exclusive residential community.

In 1939 the local garden club petitioned the state to change the town's name to Lake Park. They also persuaded the local government to change the existing numbered street names to flowers, plants, shrubs, and trees, which remained today. World War II led to an influx of military personnel and their families in the area.

Today, Lake Park is home to nearly 9,000 residents and hundreds of businesses ranging from retail to manufacturing to restaurants and boasts an eclectic downtown arts district and a popular marina. The Town will soon be home to a high-rise waterfront building featuring condominiums with unparalleled views and ground floor restaurants that will serve as destination dining establishments for the public.

The Town through this *Finding of Necessity* seeks to move forward with the expansion of their CRA boundary located in the downtown to attract investment and bring it back to its glorious days. This report will showcase that the existing conditions of these areas shows disinvestment and blighted conditions that need to be remediated.

## Study Areas / CRA Boundaries

The proposed expansion areas ("Study Area") is approximately 67 acres, and is generally defined as:

### (1) 10th Court (26 acres)

This area is physically defined as the northern edge of the existing CRA boundary, bounded by Northern Drive on the south, Northlake Boulevard on the north, FEC right-of-

way on the west, and W Road on the east. This area is generally of commercial character with some residential on the eastern edge.

Zoning designations within this area: C1 - Business District

C1B - Neighborhood Commercial District

C2 - Business District

C4 - Business District

NBOZ - Overlay

FLUM designations within this area: Commercial

## (2) Silver Beach Road (41 acres)

This area is physically defined southern edge of the existing CRA boundary, bounded by 7th Street on the west, Federal Highway/ US1 on the east, and Bayberry Drive on the north. This area also includes Bert Bostrom Park, and it is generally of residential character.

Zoning designations within this area: R1 - Single Family Residence District

R2 - Multiple Family Residence District

P - Public District

FLUM designations within this area: Single Family Residence District

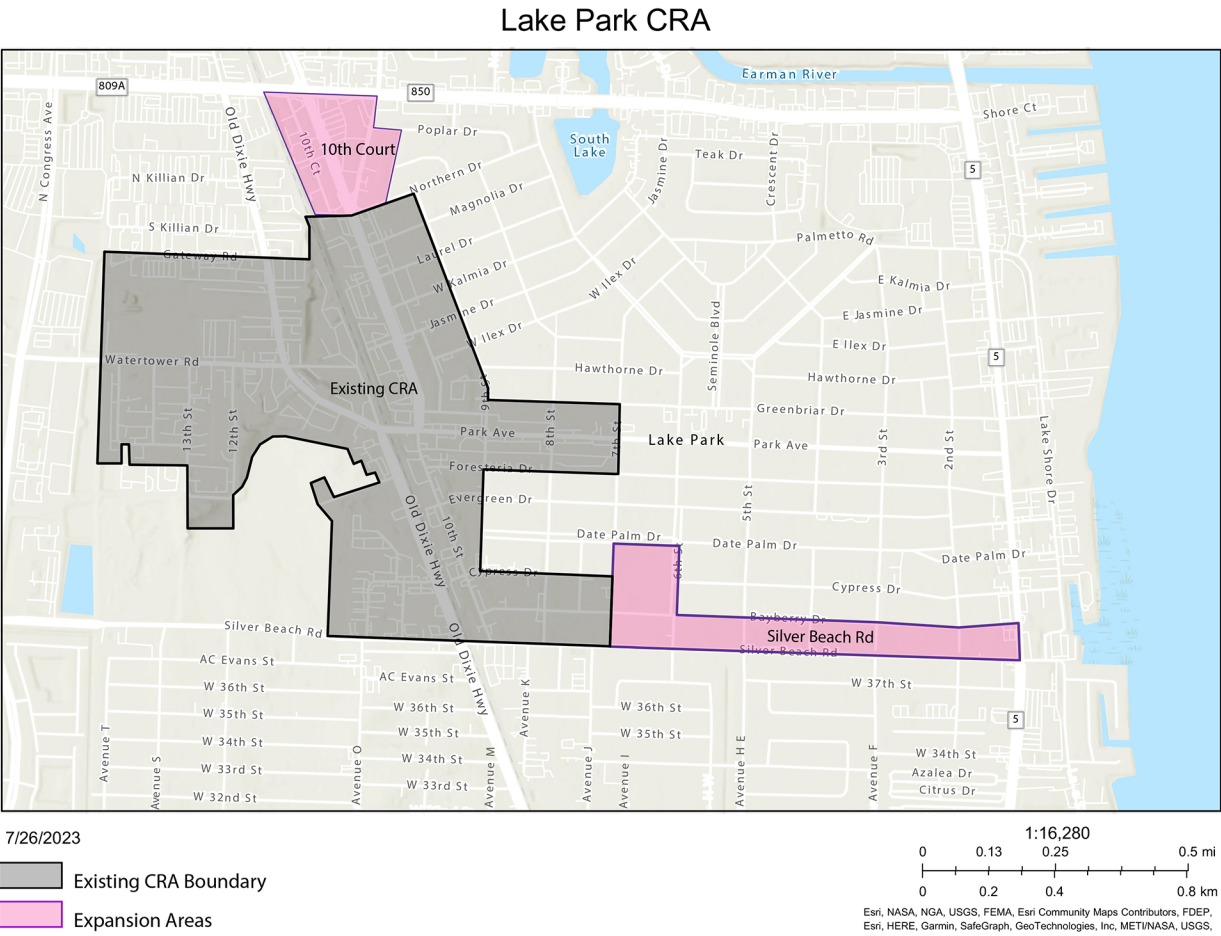
Public Buildings & Grounds

## Lake Park Economic Conditions

	Lake Park Study Area	County
Median Household Income	\$31,705	\$65,015
Residents Below the Poverty Line	27.1%	12.2%

Lake Park's general population and in the proposed area is more diverse than Palm Beach County and USA. The median household income in the proposed expansion areas is below the County median income. The percentage of residents below the poverty line is double that of the County. Over a quarter of the expansion area residents are impoverished

Map of Existing Lake Park CRA and Proposed Expansion Areas



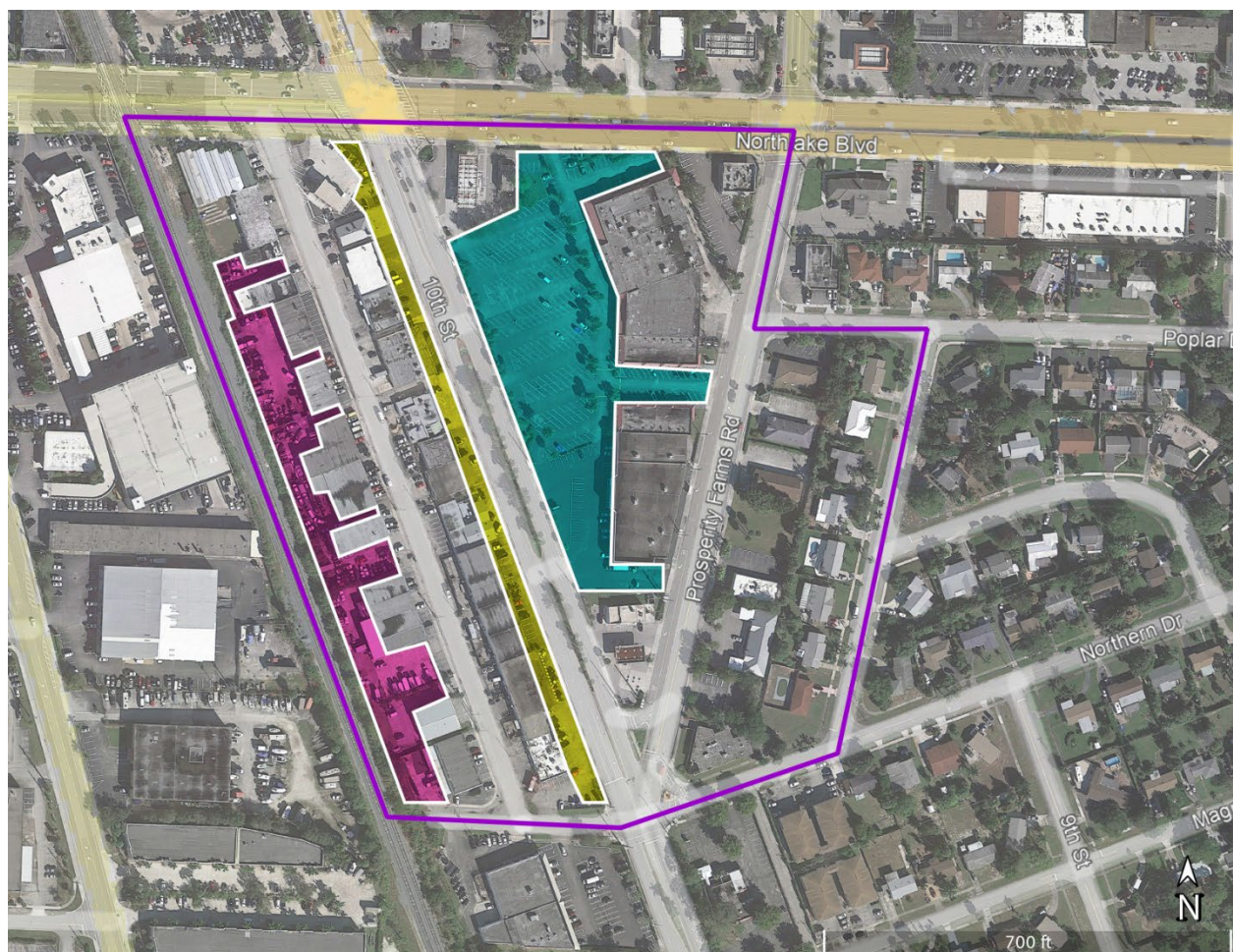
## Finding of Necessity

### Street Layout, Parking Facilities, and Roadways

Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

10th Court presents inadequate parking facilities and street layout with large, underutilized parking lots, back in parking into a major thoroughfare, and 5-point intersection. Silver Beach Road presents inadequate parking on swale areas.

### 10th Court Inadequate Parking Facilities



- 10th Court Expansion Area (26 Acres)
- Inadequate Parking Facilities - Large Underutilized Parking Lot (3.5 Acres or 13.5% of the Study Area)
- Inadequate Parking Facilities - Back-In Parking to Major Roadway
- Inadequate Parking Facilities - Other Inappropriate Parking Cluttered





Photo: Unsafe Back-In Parking on 10th Street



Photo: Inadequate parking along 10th Street. Obstructing sidewalk walkability.



Photo: Underutilized Parking Lot on 10th Street; Flood risk.





Photo: 5-Point Intersection on 10th Street



Photo: 10th Court inadequate public transportation facilities





Photo: Silver Beach Rd - inadequate public transportation facilities



Photo: Silver Beach - parking on swale areas



Photo: Silver Beach inadequate public transportation facilities



## Faulty Lot Layout

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

10th Court suburban shopping plaza shows a faulty layout with a large parking lot in front and large, big box building (mostly vacant) on the rear. Its usefulness is underutilized as a potential mixed-use redevelopment project with sidewalk activity and better parking solutions. This site is a "gateway" site to the community.

10th Court Faulty lot layout in relation to size, adequacy, and usefulness.



10th Court Expansion Area (26 Acres)

Faulty Lot Layout





- 10th Court Expansion Area (26 Acres)
- Untapped Potential



Photo: Underutilized parking facility.



Photo: Underutilized parking facility.





Photo: Faulty lot layout. Blank wall facing main street with no use zone adjacent to sidewalk.



Photo: Faulty lot layout. Missing internal connections.



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**Unsanitary or Unsafe Conditions**

Unsanitary or unsafe conditions.

10th Court has unsanitary and unsafe conditions with trash dumpsters in plain view, not asphalted areas, holes in asphalt, cracked sidewalks, and overhead power lines. Silver Beach Road experiences trash on swale areas, and exposed trash dumpsters, giving the impression of a deteriorating environment.



Photo: 10th Court holes in asphalt and cracked sidewalk showed unsafe conditions





Photo: 10th Court cracked sidewalk showed unsafe conditions



Photo: 10th Court electrical lines unsafe conditions



Photo: 10th Court exposed dumpsters unsanitary conditions



Photo: 10th Court exposed dumpsters unsanitary conditions and blank walls facing street.





Photo: Broken glass unsafe conditions.



Photo: 10th Court exposed dumpsters unsanitary conditions





Photo: Dilapidated building structures.

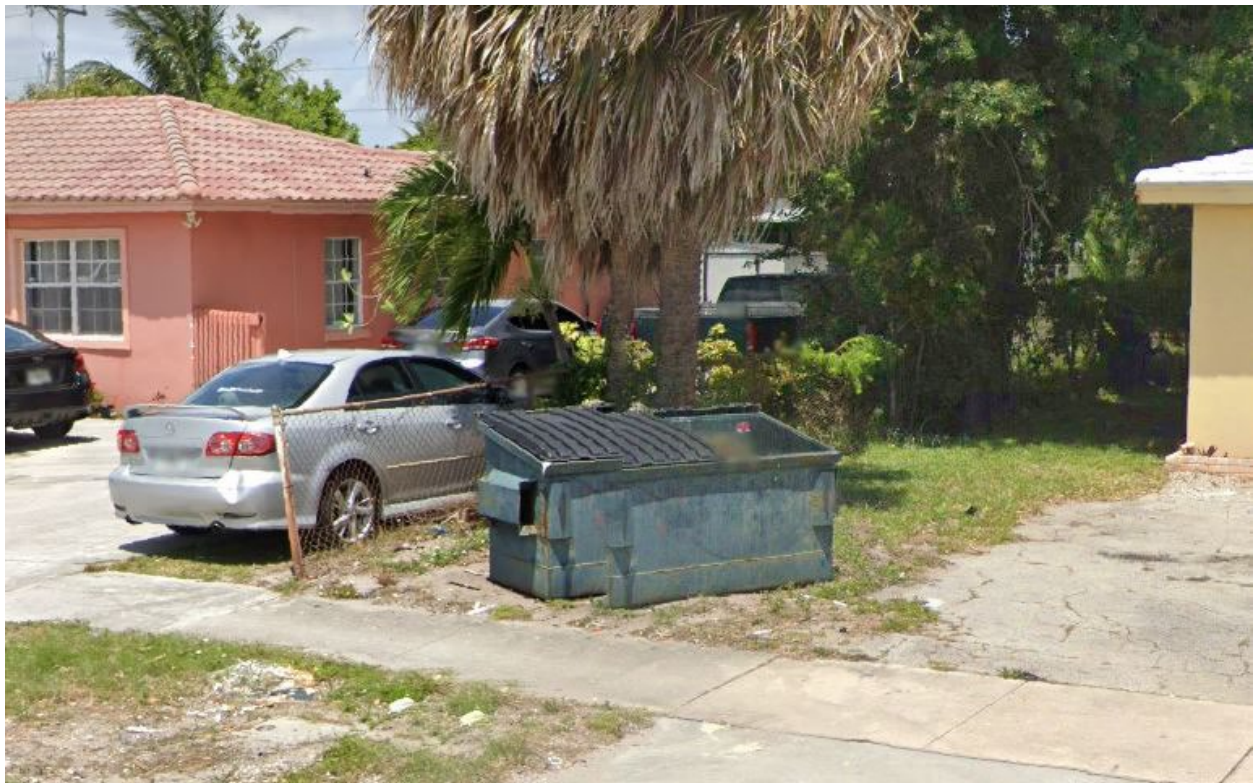


Photo: Silver Beach exposed dumpsters unsanitary conditions





Photo: Silver Beach exposed trash unsanitary conditions



Photo: Silver Beach exposed dumpsters unsanitary conditions



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**Deterioration of Site or Other Improvements**

10th Court shows a large amount of inadequate and outdated buildings.



Photo: 10th Court obsolete and outdated building facade facing Prosperity Farms Road - In addition to inadequate ventilation and light.



Photo: 10th Court deterioration of site improvements





Photo: 10th Court deterioration of site improvements/ outdated building



Photo: Silver Beach outdated residential/ housing building





Photo: Silver Beach deterioration of site improvements



Photo: Silver Beach inadequate and outdated building at Bostrom Park





Photo: Silver Beach inadequate and outdated building at Bostrom Park



Photo: Silver Beach signs of blighted conditions.

## Property Taxes

Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions. 10th Court and Silver Beach Road real property shows a stagnant position in regards to any increase on assessed values. It fails to show any appreciable increase compared to other areas.

The current taxable value of the northern expansion area is \$21,230,527. The impact from the growth of this area without redevelopment is limited, and represents only between \$3000 to \$4,000 annually in town and county property taxes. Should the CRA attract redevelopment to the key parcel, this would result in additional Tax Increment Revenue of almost \$200,000 annually, which would be realized by the taxing authorities upon the CRA's sunset.

	Current Contributions		North Expansion		With New Project	
	City	County	City	County	City	County
2022	521,178	959,790	3,406	3,045	190,501	170,341
2023	536,813	988,584	3,508	3,137	196,216	175,451
2024	552,918	1,018,241	3,613	3,231	202,103	180,715
2025	569,505	1,048,788	3,722	3,328	208,166	186,136
2026	586,590	1,080,252	3,833	3,428	214,411	191,720
2027	604,188	1,112,660	3,948	3,530	220,843	197,472
2028	622,314	1,146,039	4,067	3,636	227,468	203,396
2029	640,983	1,180,421	4,189	3,745	234,292	209,498
2030	660,213	1,215,833	4,314	3,858	241,321	215,783
2031	680,019	1,252,308	4,444	3,974	248,561	222,256
2032	700,420	1,289,878	4,577	4,093	256,018	228,924
2033	721,432	1,328,574	4,714	4,216	263,698	235,792
2034	743,075	1,368,431	4,856	4,342	271,609	242,865
2035	765,367	1,409,484	5,002	4,472	279,757	250,151
2036	788,328	1,451,768	5,152	4,606	288,150	257,656
2037	811,978	1,495,322	5,306	4,745	296,795	265,386
2038	836,338	1,540,181	5,465	4,887	305,698	273,347
2039	861,428	1,586,387	5,629	5,034	314,869	281,548

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## Conclusion

### Summary of Recommendations

In accordance with Florida Statutes, BusinessFlare® LLC completed a comprehensive analysis of conditions within the Town of Lake Park and determined that the redevelopment of the community proposed expansion areas is necessary to ensure the safety and economic welfare of its residents. The findings are documented throughout this report. The proposed expansion areas for the Lake Park CRA meet and exceed the threshold criteria of "blight".

### Next Steps

BusinessFlare® LLC recommends that the Town of Lake Park Commission adopt the *Finding of Necessity* by resolution. The Town must give proper notice for the public hearing and inform all other taxing authorities of their desire to approve the findings 15 days prior to the actual adoption of the report. Next, the Finding of Necessity must be approved by the Palm Beach County Commission. During this process, the Town will complete an amendment to the CRA Master Plan to incorporate the new expansion areas. Once both the Finding of necessity and CRA Plan have been approved and updated, the CRA will include the expansion areas as eligible areas for the Redevelopment Trust Fund for purposes of funding projects within the Town of Lake CRA.

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### **Additional Information**

The following systems, reports and data were utilized in the development of this finding of necessity and are available upon request.

ArcGIS Online

ESRI Business Analyst

CoStar

LoopNet

Microsoft Access

Palm Beach Property Appraiser

Building Code Violations (Town of Lake Park)

Code Violations (Town of Lake Park)

Fire/Emergency Service Calls (Town of Lake Park)

Crime Statistics (Town of Lake Park)

## RESOLUTION 36-06-22

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; ADOPTING AN AMENDED COMMUNITY REDEVELOPMENT MASTER PLAN FOR THE LAKE PARK COMMUNITY REDEVELOPMENT AREA; AUTHORIZING IMPLEMENTATION OF THE PLAN; DIRECTING THE TOWN MANAGER TO TRANSMIT THE AMENDED COMMUNITY REDEVELOPMENT PLAN TO PALM BEACH COUNTY.**

**WHEREAS**, the Town Commission adopted Resolution No 14-1996 on April 3, 1996, finding the existence of blight conditions in that area of the Town of Lake Park, known as the Lake Park Community Redevelopment Area, as more particularly described in that resolution, and established the Community Redevelopment Agency (CRA) for that area; and

**WHEREAS**, by adoption of Resolution 65-1996, the Lake Park Community Redevelopment Area Plan was approved by the Town Commission on November 20, 1996 (the “1996 Plan”); and

**WHEREAS**, by adoption of Resolution 96-1852 on November 6, 1996, the Palm Beach County Board of County Commissioners delegated the exercise of powers conferred by Chapter 163, Part III, Florida Statutes, “The Community Redevelopment Act of 1969” to the Town; and

**WHEREAS**, an updated and amended version of the 1996 plan as contemplated by Part III, Chapter 163, Florida Statutes, was prepared which updated the 1996 plan, and was adopted on February 17, 2010 by Resolution 10-02-10 (the “2010 Plan”) by the Town Commission; and

**WHEREAS**, an updated and amended version of the 2010 Plan (the “Plan Update”), has been prepared which updates the 2010 Plan and addresses the redevelopment needs in the Community Redevelopment Area; and

**WHEREAS**, the Community Redevelopment Agency on May 6, 2022, approved the Plan Update and recommended it to the Town Commission; and

**WHEREAS**, a copy of the Plan Update was submitted by the Community Redevelopment Agency to the Town Commission, as the governing body of the Town of Lake Park, Florida, and to Palm Beach County, as taxing authorities which levy ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

**WHEREAS**, the notices required by Section 163.346, Florida Statutes, have been published and mailed as required therein, and a public hearing regarding the Plan was held by the Town Commission.

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

**Section 1.** The Town Commission hereby adopts the Plan Update as the amended and updated community redevelopment plan for the Community Redevelopment Area; transmits the Plan Update to the Board of County Commissioners of Palm Beach County, Florida; and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Plan Update.

**Section 2.** The Plan Update, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved and adopted. Item 9.

**Section 3. Effective Date.** Pursuant to Section 163.36 Florida Statutes, the effective date of the Community Redevelopment Agency Plan shall be the date the Plan is approved by the Board of County Commissioners of Palm Beach County.

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

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

The Town Commission thereupon declared the foregoing Resolution No. 36-06-22  
 duly passed and adopted this 15<sup>th</sup> day of June, 2022.


TOWN OF LAKE PARK, FLORIDA

BY:   
 MICHAEL O'ROURKE  
 MAYOR

ATTEST:

  
 VIVIAN MENDEZ  
 TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
 THOMAS J. BAIRD  
 TOWN ATTORNEY





**EXHIBIT “A”**

**CRA Master Plan Update**



# Lake Park Community Redevelopment Master Plan 2022



**This plan was created by**

**CRA Board:**

Michael O'Rourke, Chair  
Kimberly Glas-Castro, Vice-Chair  
John Linden, Board Member  
Roger Michaud, Board Member  
Mary Beth Taylor, Board Member  
Dr. Henry Stark, Board Member

**Executive Director:**

John O. D'Agostino

**Community Development Director:**

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Anders R. Viane  
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*Special thanks;*

*The Lake Park stakeholders and residents  
who provided their support and  
contributed to the development of this  
redevelopment plan.*

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The graphics and layout were  
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Design



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## Executive Summary

# Roadmap to the Lake Park CRA



The creation and adoption of the Community Redevelopment Plan is a critical step to improve the economic conditions and quality of life of its residents, business owners, and stakeholders, as the Plan is a guiding document that provides a toolkit for implementation.

## INTRODUCTION

The Lake Park Community Redevelopment Plan will help Town leaders, the business community, non-profit organizations, and residents, ensure that change in Lake Park redevelopment area diversifies the neighborhood's economy, increases employment opportunities, improves the health of residents, improves homeownership and housing conditions, and upgrades the quality of life.

## THE REDEVELOPMENT PLAN CONCEPT

The Redevelopment Plan is designed to identify the main strategies, goals, program initiatives, and key catalytic projects recommended to be implemented within the Lake Park Community Redevelopment Area. We must emphasize that the purpose of this area's redevelopment plan is to strengthen the Lake Park community and its residents, add vitality to its commercial corridors, reinvigorate its aging structures, and personify the strong sense of pride in this historic community. The outlined implementation projects and programs are not intended to promote gentrification or wholesale removal of existing elements of the area.

## FINANCIAL SUMMARY

It is vital that in implementing projects and programs, the CRA should continue to review the area's conditions, the needs of its residents and property owners regularly to create and establish effective, positive, and cost-efficient projects and programs.

## REDEVELOPMENT GOALS

- + Economic Development
- + Housing and Residential Life
- + Public Improvements and Infrastructure
- + Transportation, Transit, and Parking
- + Redevelopment Support

## REDEVELOPMENT PROGRAM INITIATIVES & PROJECTS

Railside Site – TOD / P3 / Mixed-Use Development  
 Old Dixie/FEC Crossover  
 Industrial Septic to Sewer  
 Park Avenue and 10th Street  
 Watertower and Old Dixie Industrial Opportunity Sites  
 Park Avenue Extension  
 Downtown Residential  
 Parking Management  
 Potential CRA Expansion



## HOW TO READ THIS DOCUMENT

### Executive Summary

This section provides a summary of the plan concept, financial summary, plan organization, and boundary map.

### Authority to Undertake Redevelopment

This section provides a checklist of the Chapter 163 Part III of the Florida Statutes with statutory requirements of the Community Redevelopment Act

### Background

This section provides a summary of the existing conditions (physical assessment), economic market conditions, and recent public and stakeholder input.

### Redevelopment Goals

This section introduces redevelopment goals and provides an assessment of residential neighborhood impact.

### Redevelopment Goals

This section itemizes future Lake Park CRA redevelopment initiatives and potential redevelopment projects. This section gives the Agency the legislative authority to carry out programs.

### Financial Projections

This section contains financial projections, plan cost, and implementation timeline.

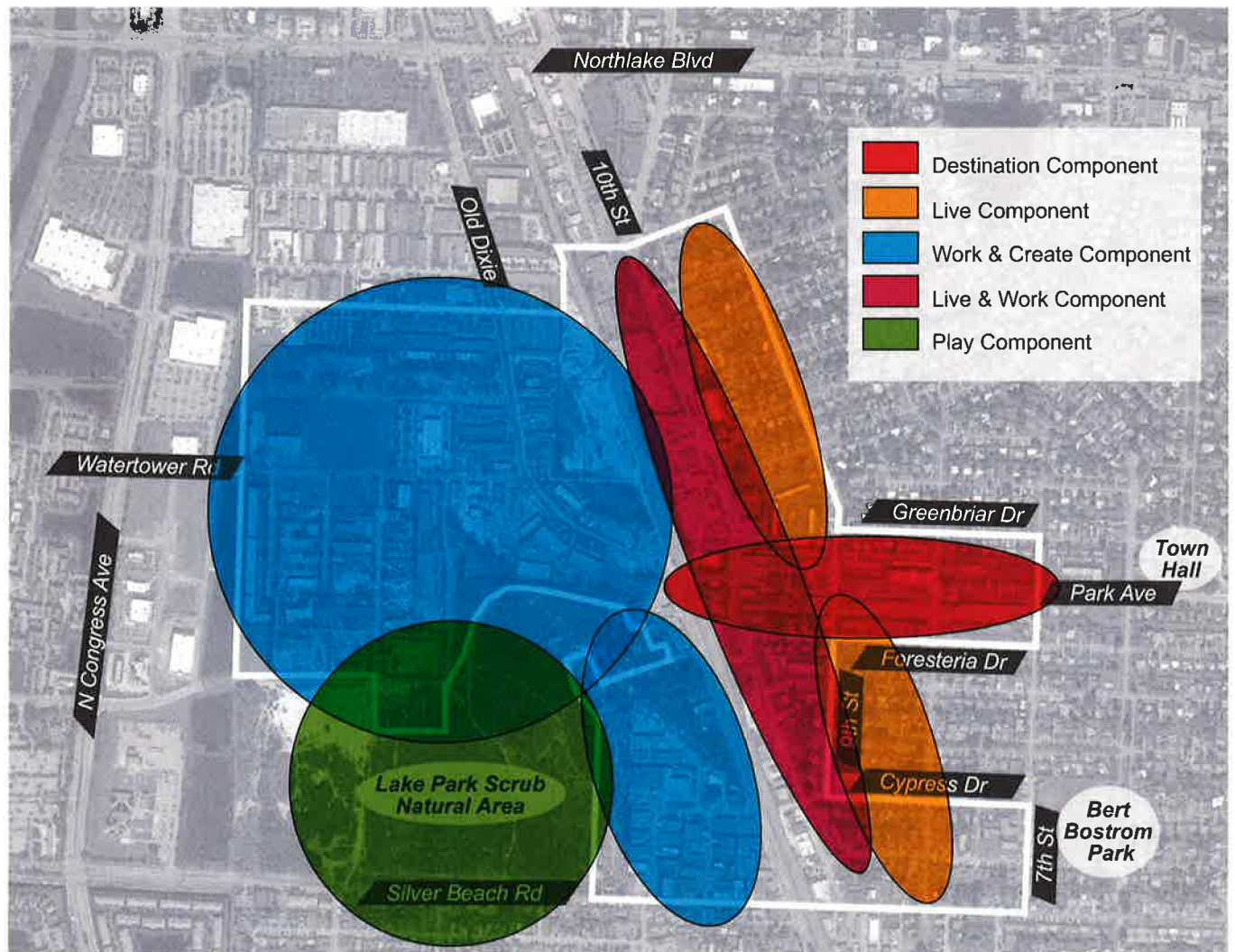
## CRA BOUNDARY MAP





## REDEVELOPMENT CONCEPT DIAGRAM

The redevelopment concept diagram for Lake Park CRA is based off a circular economy model which involves the creation of zones guided by lifestyle components that keep dollars within the community. These components and/or type of places include, live, work, create, and play.



## Authority to Undertake Redevelopment

# Chapter 163 Checklist

### FLORIDA STATUTES

In accordance with 163.362 Florida Statutes, the Community Redevelopment Plan must include the elements described below. The following section includes language from the statute shown in italic type, with a brief response to each element in normal type

- ☒ 1) Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

A legal description of the boundaries of the Lake Park CRA is included as an exhibit to the Plan.

- ☒ 2) Show by diagram and in general terms: (a) The approximate amount of open space to be provided and the street layout. (b) Limitations on the type, size, height, number, and proposed use of buildings. (c) The approximate number of dwelling units. (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

Maps of the Lake Park CRA and a general description of the existing physical and regulatory conditions are included in the Existing Conditions and Market Assessment. The area within the Lake Park CRA remains subject to the Town's Comprehensive Plan and zoning regulations, which stipulate limits on locations, sizes, height, etc. of dwelling units, streets, and park and recreation areas, among other things.

- ☒ 3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

- ☒ 4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

The Project section includes recommended capital projects for collaboration. The Financial Projections section includes revenue and expense projections. Specific public capital projects are identified in these projections. Publicly funded projects will be evaluated on an ongoing basis.

- ☒ 5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Specific programs and expenditures must be enumerated in the Plan in order for the CRA to have the authority to undertake them. CRA activities are overseen by a Board of Commissioners that meets periodically in public session to review and monitor all CRA activities.

Refer to Redevelopment Initiatives and Financial Projections for a description of both general and specific programs.

- ☒ 6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Regulatory and zoning authority within the CRA is governed by the Town. Any recommendations regarding regulatory amendments and design guidelines to assist with redevelopment efforts must be implemented by Town Staff and Commission



- ☒ 7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

The Redevelopment Goals and Neighborhood Impact section includes a discussion of neighborhood impacts of redevelopment and includes a recommendation that the CRA adopt a relocation policy to provide adequate protections and assistance for any persons displaced by redevelopment activities.

- ☒ 8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.

The Introduction section; Economic Conditions; and the Redevelopment Goals, Initiatives and Neighborhood Impact sections highlight residential redevelopment.

- ☒ 9) Contain a statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

Financial projections are provided in the Financial Projections section. These financial projections will be reviewed and updated at least annually so that the CRA is always able to look ahead and plan for adequate financial resources to undertake its activities.

- ☒ 10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

This Plan for the Lake Park CRA provides for completion of redevelopment activities within the proposed sunset date.

## Background

# One of Florida's first master-planned communities.



Lake Park, formerly Kelsey City, was one of Florida's first master-planned communities. The Town was founded by Harry Kelsey who dreamed of creating a resort mecca and winter playground. Kelsey sought help from the Olmstead Brothers, sons of Frederick Law Olmstead, to design the Town.

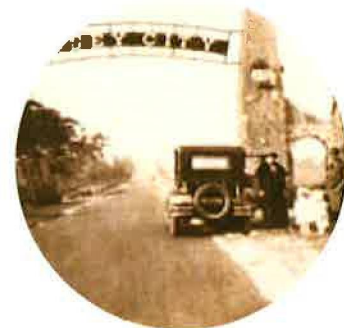
In the early 1900s, Kelsey City attracted nationwide attention as a revolutionary town experiencing exceptional growth, and in 1923 the Town was officially incorporated.

The Florida land boom started to slow in 1925, and a devastating hurricane in 1928 coupled with the stock market crash in 1929 devastated the local economy, forcing many businesses and residents to leave the state. In 1939, Kelsey City was renamed Lake Park in an effort to revitalize the community.

Lake Park experienced a resurgence in the 1950s as after World War 2 many military personnel and their families began to locate to the Town. Multi-millionaire John D. MacArthur began investing large sums of money in Lake Park and aircraft manufacturer Pratt & Whitney opened a plant nearby.

The 1980s brought another period of decline to Lake Park. Most of the land had been built out with an aging housing stock. The Town had a tough time remaining competitive with the newer communities in the region, and the introduction of regional shopping centers hurt the Town's Downtown. In 1996, the Town created the Community Redevelopment Agency to address the area's blight and to revitalize the Town's core along Park Avenue, 10th Street, and Old Dixie Highway.

The 2010 CRA Plan update came on the heels of the Great Recession, which greatly impacted the Town of Lake Park. Despite the recession's challenges, much progress has been made, particularly along Park Avenue. The re-emergence of Kelsey Theater along with new destination breweries and restaurants are paving the way for Lake Park to evolve as one of South Florida's next hip destinations. One of the keys to this revitalization is that much of the original Kelsey City character has been preserved, adding to Lake Park's charm and authenticity.



## EXISTING CONDITIONS

This entire length of the study area may be characterized simply as typical suburban industrial and commercial development, apart from Park Avenue which has the potential of becoming a lively pedestrian-oriented traditional "main street" environment.

Many structures are older, and some parcels are underutilized and lack adequate landscaping. The typical configuration of these parcels void the potential walkability of the place by having the building setback and large parking lots in the front adjacent to the public right-of-way/ sidewalk.

### PARK AVENUE

Park Avenue runs east-west between the FEC train track and 7th Street is considered the downtown main street. This street is lined with a beautiful promenade of native landscape and palm trees making it a real appeal to the pedestrian. However, most of the commercial establishments are old and, in many instances, has unattractive signage. Better regulation of signage is important to enhance and preserve an identity that will differentiate your town from others. In addition to wayfinding and street furnishing that will tie the whole identity.

### 10TH STREET CORRIDOR

10th Street runs north-south between Northlake Boulevard and Silver Beach Road is a typical suburban commercial development characterized by shopping plazas. This street is wide with 4-travel lanes two in each direction, narrow sidewalk space, buildings are pushed back with parking lots in the front, and lack of street trees making it not pedestrian friendly.

### OLD DIXIE HIGHWAY

Old Dixie Highway runs north-south between the Northlake Boulevard and Silver Beach Road and is considered an industrial and commercial cluster within Lake Park. This area is the typical warehouse-like development with large one- or two-story bays and parking lots. This area is home to a large cement plant, auto related businesses, junkyard, boat repair shops, air conditioner contractors, antique furniture store, grill store, auto repair shops, lawn irrigation equipment supplier, distributions centers, wine wholesaler, and **garage door supplier** among many more similar uses.

Major Corridors/ Walkability



Land Availability



Zoning/ Land Use





## ECONOMIC CONDITIONS

The Economic Conditions Assessment evaluates economic, financial and market conditions that influence the Lake Park CRA. The information presented has been analyzed to best understand investment and redevelopment potential. An important element of the data collection and background review process are interviews with key stakeholders such as CRA board members and staff, local residents, businesses, real estate professionals. A full market analysis with data and figures will be included as an appendix to this report.

This analysis is structured in line with the six drivers of economic development:

### LAND

As strong market conditions continue to drive South Florida land prices higher, Lake Park remains attainable as one of the best residential real estate values in South Florida. Walkability and small town scale are increasingly unique and desirable in the growing South Florida metropolis and are key quality of life drivers for attracting investment. Strong redevelopment momentum is already occurring in the Downtown and Industrial areas.

Retail space is generally leased up (except for One Park Place) which limits the ability to attract new businesses. This is partially due to the fact that a number of the ground floor retail spaces within the Town are occupied by office or other non-retail uses. Additionally, landscaping and parking lots in front of buildings limit visibility for businesses that already lack exposure, since Park Avenue is not a main thoroughfare.

Current market conditions are rapidly raising real estate values and construction costs in South Florida. As these costs are passed on to the property owners, higher building height and density as well as workforce housing initiatives may be necessary to maintain affordability and should be considered within the Town's character.

Industrial real estate in Lake Park and the CRA is highly desirable, evidenced by recent transactions and developments. While the office market in Lake Park is limited, Palm Beach County is experiencing a surge and there may be an opportunity to introduce a limited, boutique office market in Lake Park for entrepreneurs and remote workers that desire part time, shared office space.

The walkable main street character of Park Avenue makes Lake Park attractive to companies such as Dedicated IT, that feature a mainly millennial workforce to whom an area's character is important.

Though not located in the CRA, New developments along the US1 corridor, such as Nautilus 220 and Northlake Promenade Apartments will support long-term CRA objectives. Additionally, the Town of Lake Park and the Lake Park CRA currently own key properties in the CRA that could be leveraged as part of large, public/private partnership redevelopment scenarios.

### LABOR

Lake Park and the Lake Park CRA are strong employment centers. Proximity to Palm Beach International Airport, Interstate 95, the Florida Turnpike, Tri-Rail, Brightline, and the Port of Palm Beach is an asset in terms of business and workforce attraction, retention, and expansion. The COVID-19-Pandemic has caused a decline in employment in the Retail, Food, Beverage, and Other Service sectors while office-related industries such as Finance and Insurance, Professional, Scientific and Technical Services, and Healthcare have grown within the 33403 zip code.

Lake Park's unemployment rate amongst residents ages 16-24 and 65+ is significantly higher than the Palm Beach County averages. This is concerning as research shows that workers who are unemployed as young adults generally earn lower wages for many years following their period of unemployment due to forgone work experience and missed opportunities to develop skills.

Over 96% of Lake Park's residents leave the town to commute to work. Retaining more of the resident workforce in local jobs will be an important metric as Lake Park establishes itself as a live/work/play community.

## CAPITAL

The Lake Park CRA has historically received limited tax increment financing (TIF) funds. The current CRA budget has allowed the CRA to remain successful but has limited opportunities for game-changing projects. However, recent projects and property value growth should provide a boost in revenues to the CRA in coming years, which should be carefully allocated to drive tax base growth. Expenditures should also be evaluated on an annual basis according to the year's workplan to ensure that the CRA's resources match expectations and initiatives.

Lake Park CRA's incentive scheme can seem ambiguous and confusing; a more particular and adaptable incentive program tailored to market conditions will increase the area's redevelopment potential. There will be a boost to the CRA and town's ability to implement economic development initiatives with new federal funding options like the CARES Act and the American Recovery and Reinvestment Act.

Lake Park has a diverse and eclectic business mix; however many businesses brand themselves as West Palm Beach rather than as Lake Park. Much of the current infrastructure in Lake Park is approaching 100 years of age and in need of repair. The CRA is currently preparing to implement a septic to sewer conversion in the industrial area West of Old Dixie Highway. Since Lake Park is a smaller, built-out community, little opportunities exist for tax-base enhancing projects without creating incentives such as TIF rebates, density and height increases, infrastructure improvements, and other initiatives that improve market conditions.

## MARKETS

Lake Park's population has remained low as the town is largely built-out with limited opportunities for new residential development. Lake Park is a young community, the median age (37.9 years) is significantly lower than the County (45.9). Limited population (1,230) live within the CRA, representing a limited customer market businesses can tap into.

Though not in the CRA, the redevelopment of Nautilus 220, Northlake Promenade Commons, and additional mixed-use redevelopment along US1 will introduce an influx of new residents to the area. Lake Park also has a significant Caribbean population, particularly Haitian, Jamaican and West Indian. Consumer household spending levels are lower in Lake Park compared to Palm Beach County as a whole, representing less buying power that businesses can tap into. Despite this, the large concentration of big-box retailers on the west side of town has positioned Lake Park to attract significant levels of customer traffic from outside the town, although this spending does not make its way into Downtown businesses in a meaningful way. Median income levels in Lake Park are also lower compared to Palm Beach Countywide, though Lake Park's median income levels have increased dramatically since 2015.

There is only one traditional main-street area in northern Palm Beach County, and that is Park Avenue. The district has great potential, but still experiences many challenges such as limited vehicle traffic, inadequate lighting, blighted entrance ways along 10th Street and Dixie Highway, and negative safety perceptions. As Downtown grows more vibrant, so does the opportunity to introduce micro-mobility options such as bike and scooter sharing and improvements to the public realm and visitor experience.

## QUALITY OF LIFE

The COVID-19 Pandemic has strengthened humans' desires to enjoy the outdoors and is increasingly becoming an important factor in choosing where to live, work, and open a business. Parks, recreation, and open spaces have been an important piece of Lake Park's brand and history. The Lake Park CRA is bookended by Kelsey Park to the East and the Lake Park Scrub area to the West, located just outside of the CRA. Additional open spaces in the CRA include the Town Green just West of One Park Place, as well as 610 7th Street, a property that is currently being contemplated as a pocket park/dog park. While Lake Park is home to wonderful park spaces, Park Avenue lacks a true central gathering place, which is typically a key attribute in high-functioning downtown areas.

As open space improvements are made, connectivity between open spaces, businesses and residents should become a focal point. The Town of Lake Park has created preliminary plans for the creation of “Lake Park Legacy Loop” bike trail connecting recreation areas and points of interest in Lake Park.

While not in the CRA, the Lake Park Marina is a major asset, home to notable businesses such as fishing, diving, and boat cruise charters that draw outside customers to Lake Park. The development of Nautilus 220 will ultimately grow more awareness and contribute to the attractiveness of Lake Park Marina. The Town and CRA should explore ways to connect the Lake Park Marina with its Downtown through wayfinding and business promotion.

Kelsey Park is a gem for Lake Park residents and visitors, the Park is currently undergoing major renovations. The Lake Park Scrub Area is an additional recreational asset, but parking and access are difficult. If the park could be curated with walking trails and activities, it would become a major asset to the Downtown while improving walkability in Lake Park.

Wayfinding signage to and from Downtown Lake Park is limited and difficult for motorists to recognize. Currently, the only wayfinding signs to Downtown Lake Park are located Northbound on Federal Highway near Kelsey Park and Northbound Old Dixie Highway near Park Avenue. There is no wayfinding signage on Northlake Boulevard or Congress Avenue (heavily traveled corridors). The Clock Tower is an attractive and inviting Gateway feature, similar landmarks are needed at US1 and Park Avenue as well as Dixie Highway and Park Avenue to enhance aesthetics of the area and draw more customers from busy roadways into Downtown. Additionally, public art features such as murals, sculptures, street paintings etc., can improve wayfinding and overall awareness of an area by creating noticeable landmarks that residents and guests can connect and share their experiences via social media.

The Lake Park CRA currently has a mural program for property owners who wish to participate, but no incentives are available.

The Pandemic has intensified the need for quality schools and childcare in communities. Lake Park Elementary and Lake Park Baptist are highly regarded schools. While there are no hotels in Lake Park, a cottage Bed and Breakfast industry is currently growing. Historic Old-Florida homes and a blossoming arts district, coupled with the proximity to waterfront, beaches, and countless other amenities make Lake Park attractive to tourists.

## REGULATIONS

To understand the regulatory challenges facing the Lake Park CRA, the following documents/plans have been reviewed: 2010 CRA Master Plan, 2009 University of Miami Design Approach Manual, CRA Annual Reports, CRA Marketing Plan 2019, Twin City Mall Market Analysis, Lake Park Comprehensive Plan, and the Palm Beach County Chamber North Strategic Plan.

Lake Park has what many cities in Florida lack, an authentic Main Street/downtown. Preservation of Lake Park’s old town charm is key to maintaining its uniqueness and enhancing its identity. While Park Avenue has the structure to become a vibrant district, physical layout challenges exist, such parking lots and building setbacks along Park Avenue that are more suburban in nature. The combined streetscape and landscape along Park Avenue is a positive attribute, but needs to be extended down 10th Street in a cohesive manner. Additional efforts must be made to improve gateways along 10th Avenue and Dixie Highway, as well as connectivity across Dixie Highway. The Park Avenue Downtown District zoning designation provides a solid framework for redevelopment, though changes in height and density as well as incentives for mixed-use development could facilitate game-changing projects that are market responsive.

## SUMMARY OF PUBLIC INPUT

As part of the public engagement process the BusinessFlare® team conducted multiple site tours, visited local businesses, interviewed business owners and stakeholder, met with elected officials and town staff, interviewed the police chief, and facilitated a well attended public worksop meeting on January 29, 2022 at the Town Hall Commission Chambers.

The following diagram highlights the main themes identified by stakeholders during the PIECE analysis of the public input process.





# Lake Park Redevelopment Goals!

GOAL

PROGRAM INITIATIVE

## #1

### Economic Development

- 1.A - Establish one clear identity in which visitors and businesses connect with.
- 1.B - Retain and expand targeted anchor industries.
- 1.C - Work with and support not-for-profit organizations to implement strategies that support CRA Plan goals.
- 1.D - Utilize Code Enforcement and Community Policing to reduce signs of disorder and continue to address real and perceived safety issues within the CRA.
- 1.E - Continue supporting small businesses and establish Lake Park as a hub for entrepreneurship
- 1.F - Expand marketing and promotion efforts to grow awareness of Lake Park.

## #2

### Housing and Residential Life

- 2.A - Establish a healthy and sustainable housing mix
- 2.B - Improve the quality of life within the Lake Park CRA.

## #3

### Public Improvements and Infrastructure

- 3.A - Enhance CRA visibility through gateways and wayfinding
- 3.B - Improve walkability and safety perceptions through targeted lighting enhancements.
- 3.C - Improve aesthetics throughout the CRA.
- 3.D - Improve infrastructure for commercial and industrial areas.
- 3.E - Enhance the relationship between the businesses along Park Avenue and the roadway through creative partnerships to address parking lot aesthetics.

## #4

### Transportation, Transit, and Parking

- 4.A - Encourage safe, convenient, efficient, and effective motorized and alternative-means transportation and transit systems
- 4.B - As the Lake Park Creator's District continues to grow, seek opportunities to expand transit options.
- 4.C - Create safe, efficient, and attractive parking to support retail, restaurant, cultural, office, and light industrial facilities within the redevelopment area.

## #5

### Redevelopment Support

- 5.A - Encourage and support sound, redevelopment-friendly, Land Use Regulations.
- 5.B - Use Powers of Borrowing, Land Acquisition & Disposition to further CRA goals and initiatives
- 5.C - Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals and Initiatives
- 5.D - Provide sufficient CRA resources and talent



## Redevelopment Program Initiatives

### ECONOMIC DEVELOPMENT PROJECTS

#### GOAL #1 - Economic Development

1.A - Establish one clear identity in which visitors and businesses connect with.

- ☐ 1. Lake Park Creators District- Establish the Lake Park CRA as the "Lake Park Creators District," a place that celebrates entrepreneurs and creators. Targeted to millennials, start-up businesses, non-profits, and those seeking satellite office space.
- ☐ 2. Create a thriving Main Street through public private partnerships to encourage a quality retail, restaurant, cultural, and business environment serving Homestead residents and visitors.
- ☐ 3. Create photo worthy places where millennials and other generations can share their experiences in Lake Park via social media.
- ☐ 4. Use Hanging Lights to reduce dark spaces and enhance vibrancy

1.B - Retain and expand targeted anchor industries.

- ☐ 1. Work with the Business Development Board, Palm Beach County, and the Palm Beach County North Chamber of Commerce to retain and expand targeted, anchor industries:
  - Creators
  - Craft Breweries
  - Locally owned restaurants
  - Fitness
  - Marine
  - Entrepreneurial endeavors

1.C - Work with and support not-for-profit organizations to implement strategies that support CRA Plan goals.

- ☐ Continue supporting non-profits

1.D - Utilize Code Enforcement and Community Policing to reduce signs of disorder and continue to address real and perceived safety issues within the CRA.

- ☐ Continue supporting code enforcement and police

1.E - Continue supporting small businesses and establish Lake Park as a hub for entrepreneurship

- ☐ 1. Establish business assistance programs such as small business lending, shared marketing, entrepreneurship training, trade expansion programs, data and research sharing.
- ☐ 2. Establish an Ombudsman to act as a liaison between the CRA and business community, understanding opportunities, challenges and how to best position the CRA for positive growth.
- ☐ 3. Create aesthetic improvement grants such as paint, plant and pave program to eliminate blight.
- ☐ 4. Create Job training and apprenticeship programs, particularly for targeted industries
- ☐ 5. Provide more downtown parking, in a way that strategically enhances the brand image of Downtown Lake Park. Providing for increased walkability, businesses visibility, and safety.
- ☐ 6. Authorize programs to recruit a mix of supportive businesses that aligns with the plan's goals.

1.F - Expand marketing and promotion efforts to grow awareness of Lake Park.

- ☐ 1. Incorporate the arts and culture as a critical part of economic development. Celebrate Lake Park/Kelsey City's rich history.
- ☐ 2. Incorporate public art wherever possible, such as new development/redevelopment projects and public spaces.
- ☐ 3. Prioritize public art that pays homage to Lake Park's founding fathers and early settlers, while also tying in the future of the Town as a vibrant, creative, mixed-use district
- ☐ 4. Establish a more business-friendly mural program. Create a goal to improve three properties annually through mural or façade improvements. Consider providing matching grants or other incentives for mural creation.

- ☐ 5. Partner with a local property owner and local artist to create a "Lake Park" Centennial mural, which celebrates 100 years of Lake Park. (\*Examples- Vero Beach, Titusville)
- ☐ 6. Use CRA owned property along 10th Street and FEC railway to leverage a larger redevelopment scenario. Consider issuing an RFP that prioritizes projects that include an assemblage of properties that furthers the goals of the LPCRA.
- ☐ 7. Create signature events that encourage residents and visitors shop, live, work, and play in Lake Park.
- ☐ 8. Create a Taste of Lake Park event that samples the unique eateries and drinking places.
- ☐ 9. Create a Military Appreciation that connects with the U.S. Army reserve base in Lake Park.
- ☐ 10. Create a Lake Park Centennial Celebration that celebrates 100 years in Lake Park. Provide funding and support for programs and activities that further the marketing and branding of Lake Park and the CRA.
- ☐ 6. Incentivize projects with Increment Revenue, if necessary, when appropriate and possible.
- ☐ 7. Target infill residential and mixed-use development in the CRA, especially in the Southwest Area.
- ☐ 8. Acquire problem properties, rehabilitate and resell to homebuyers or to builders.
- ☐ 9. Support neighborhood improvement initiatives to improve aesthetics and reduce slum and blight conditions in residential neighborhoods.
- ☐ 10. Create a Multifamily Workforce Housing Development Program.
- ☐ 11. Utilize CRA powers to acquire and dispose of property, borrow funds, and support redevelopment-friendly land development regulations to expand the inventory of workforce housing.
- ☐ 12. Create a process for for-profit property owners to apply and receive affordable housing incentives in the form of TIF rebates.
- ☐ 13. Establish Rental to Homeowner program partnership with the Palm Beach County to implement existing Rental to Homeownership programs.

## HOUSING AND RESIDENTIAL LIFE PROJECTS

### GOAL #2 - Housing and Residential Life

#### 2.A - Establish a healthy and sustainable housing mix.

- ☐ 1. Multifamily rehab- Implement funding programs for rehabilitation and beautification of multifamily buildings.
- ☐ 2. Single family rehab- Implement funding programs for rehabilitation and beautification of single family buildings.
- ☐ 3. Encourage the private sector to create Mixed-Use, Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing within the CRA.
- ☐ 4. Explore opportunities for to introduce residential spaces with smaller footprints to introduce more density and improve housing attainability.
- ☐ 5. Amend zoning to allow densities to align with infill housing models such as the "Missing Middle" concept.

#### 2.B - Improve the quality of life within the Lake Park CRA.

- ☐ 1. Establish alleyways as linear parks to improve aesthetics and connectivity.
- ☐ 2. Open Space- Create and support Open Space and Community Enhancement Projects, including neighborhood improvements and park improvements in the residential areas of the CRA.
- ☐ 3. Establish a community center in the CRA or CRA expansion area.
- ☐ 4. Introduce Smart Cities Initiatives and technology to support better planning, decision making, and efficiency, such as:
  - Smart government
  - Mobility/Wifi
  - Smart buildings
  - Smart transportation

## PUBLIC IMPROVEMENTS AND INFRASTRUCTURE PROJECTS

## GOAL #3 - Public Improvements and Infrastructure

## 3.A - Enhance CRA visibility through gateways and wayfinding.

- ☐ 1. Enhance CRA gateways to create an appealing and inviting environment.
- ☐ 2. Consider adding public art, recreating the famous Kelsey City archway, or other enhancements that pay tribute to Lake Park's rich history.
- ☐ 3. Provide funding and support for gateway and wayfinding signage to improve visibility for the Lake Park Creators District. Connect points of interest that are outside of the CRA boundaries, such as the Lake Park marina and Nautilus 220, Congress and Northlake shopping areas

## 3.B - Improve walkability and safety perceptions through targeted lighting enhancements.

- ☐ 1. Provide lighting enhancements to dark areas, particularly Park Avenue and 10th Street.
- ☐ 2. Consider adding hanging lights along Park Avenue and in parking lots.

## 3.C - Improve aesthetics throughout the CRA.

- ☐ 1. Consider providing incentive for businesses to stay open later, or at least keep lights on to reduce dark spaces.
- ☐ 2. Provide funding and support for improvement to signage, sidewalks, and swale areas within the CRA, especially along 10th Street.
- ☐ 3. Require street furniture, such as trash and recycle receptacles, bike racks, and benches in commercial areas.
- ☐ 4. Create a street trees program to provide adequate tree canopy throughout the CRA, between Park Avenue and the adjoining areas.

## 3.D - Improve infrastructure for commercial and industrial areas.

- ☐ 1. Septic to Sewer- Continue with implementation of septic to sewer conversion program. Leverage recently awarded grant funds to improve infrastructure to facilitate redevelopment in the CRA.

## 3.E - Enhance the relationship between the businesses along Park Avenue and the roadway through creative partnerships to address parking lot aesthetics.

- ☐ 1. Parking Lot Grants- Consider issuing grants for parking lot improvements, prioritizing projects that emphasize activation and vibrancy of the Lake Park Creators District.

## TRANSPORTATION, TRANSIT, AND PARKING PROJECTS

## GOAL #4 - Transportation, Transit, and Parking

## 4.A - Encourage safe, convenient, efficient, and effective motorized and alternative-means transportation and transit systems.

- ☐ 1. Alley connections- Enhance alleyways North and South of Park Avenue to improve Pedestrian Connectivity. (Specifically the potential extension of Greenbriar Drive)
- ☐ 2. Lake Park Legacy Loop- Continue to pursue the creation of the Lake Park Legacy Loop, a pedestrian/bike route that connects points of interest in Lake Park.
- ☐ 3. Park Avenue Extension- Extend Park Avenue West bound at Dixie Highway to connect with Park Avenue West.
- ☐ 4. Encourage awnings and canopies over public sidewalks to provide shade and rain protection for pedestrians.
- ☐ 5. Create a bicycle master plan within the CRA that provides connectivity to nearby areas and potential customers.
- ☐ 6. Encourage the City to adopt a Safe Routes to School Program

## 4.B - As the Lake Park Creator's District continues to grow, seek opportunities to expand transit options.

- ☐ 1. Micro Mobility- Explore opportunities to establish Lake Park as a model for sustainability and connectivity by introducing micro-mobility options such bicycles, e-bikes, electric scooters, electric skateboards, shared bicycles, and electric pedal assisted bicycles.
- ☐ 2. Last mile solutions – Explore the potential for a "Last Mile" local circulator between the potential train station to points of interest in
- ☐ 3. Lake Park to enhance connectivity within and to areas outside of the redevelopment area.



4.C - Create safe, efficient, and attractive parking to support retail, restaurant, cultural, office, and light industrial facilities within the redevelopment area.

- ☐ 1. Create a Downtown Parking Management Plan to best utilize parking supply while also allowing for business visibility, events, outdoor dining, etc.
- ☐ 2. Increase downtown parking supply, consider introducing structured parking as part of a larger public private partnership redevelopment effort.
- ☐ 3. Amend land use regulations to allow excess, underutilized parking or other spaces to be used for alternative activities such as outdoor dining, farmer's market, pop-up retail, and similar events.
- ☐ 4. Encourage on-street parking, off-site, public parking lot and shared parking arrangements.
- ☐ 5. Reduce off-street parking requirements within the CRA.
- ☐ 6. Encourage tactical urbanism and placemaking strategies, such as protected bike lanes, pop-up retail, pop-up parks, pop-up cafes, pavement to plazas, PARK(ing) Day, Open Streets, Guerilla Gardening, Depaving, De-fencing, and chair bombing.

#### REDEVELOPMENT SUPPORT PROJECTS

##### GOAL #5 - Redevelopment Support

5.A - Encourage and support sound, redevelopment-friendly, Land Use Regulations.

- ☐ 1. Encourage and support sound, redevelopment-friendly, Land Use Regulations.
- ☐ 2. Increase residential entitlements
  - Upzone
  - Basket
  - TDR
- ☐ 3. Consider vacating right-of-way in alleyways North and South of Park Avenue to enhance downtown entitlements
- ☐ 4. Use the Design Approach Manual for architectural reference for developers.
- ☐ 5. Enhance and update the Design Approach Manual as needed to reflect contemporary trends and the impact of the pandemic on behavior trends. Also, to enhance focus on gateway architecture for key locations.
- ☐ 6. Create open space requirements as part of new developments.

5.B - Use Powers of Borrowing, Land Acquisition & Disposition to further CRA goals and initiatives.

- ☐ 1. Utilize CRA owned property at 800 Park Avenue in a way that creates a high return on investment and improves Lake Park's brand image.
- ☐ 2. Consider issuing an RFP to seek operators that are creative in nature, fit within Lake Park's targeted industries, and further the goals of the Lake Park CRA.
- ☐ 3. Consider providing incentives such as reduced rent, marketing, etc.
- ☐ 4. Explore options for the redevelopment of the car park site located at 1306 Silver Beach Road.
- ☐ 5. Consider redevelopment options for the current Lake Park Public Works Site. As Park Avenue is eventually extended West to Park Avenue West, the gateway to Downtown Lake Park at Park Avenue and Old Dixie Highway can be completely reimaged to create a vibrant and attractive entryway.

5.C - Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals and Initiatives.

- ☐ 1. TIF incentives for residential development
- ☐ 2. Debt capacity

5.D - Provide sufficient CRA resources and talent for plan implementation.

- ☐ 1. Introduce smart data programs such as;
  - A real estate inventory that prioritizes key redevelopment sites and tracks metrics such as vacancy, capitalization rates, rents, etc.
- ☐ 2. Smart Data for investors and business recruitment, utilizing the baseline data provided in the market analysis done for this plan and update annually.
- ☐ 3. Hire a redevelopment professional within the next 1-2 years. Duties should include CRA ombudsman, business development, maintain smart databases, CRA administration, redevelopment marketing.
- ☐ 4. Provide funding and support for programs and activities that encourage safety through Crime Prevention through Environmental Design (CPTED).

## POTENTIAL REDEVELOPMENT CATALYST PROJECTS

### Implement Potential Redevelopment Catalyst Projects

#### 6.A - Railsite Site – TOD / P3 / Mixed-Use Development

The preferred redevelopment program for this site includes a transit station (future train stop), parking, pocket park/ plaza, ground floor commercial, and multi-family residential units. Position the site for redevelopment, and conduct any necessary environmental, survey, and any other pre-development assessment to have a development-ready site. Pursue redevelopment of the property by leveraging Town ownership with private investment.

#### 6.B - Old Dixie/FEC Crossover

Encourage crossing improvements for pedestrians and bicyclists. This may include wider sidewalks, buffers, bike lanes, signage, and markings. Work with the City on opportunities to install a gateway monument, and to enhance design guidelines for development projects at this important gateway and crossroads.

#### 6.C - Industrial Septic to Sewer

Provide support as is feasible to transition industrial areas from Septic to Sewer conversion as a catalyst for job growth, investment and new development.

#### 6.D - Park Avenue and 10th Street

Encourage walkability and safety improvements for pedestrians and bicyclists. The CRA should seek ways to promote and assist in the redevelopment of the SE corner property as a gateway development and mixed-use catalyst project.

#### 6.E - Watertower and Old Dixie Industrial Opportunity Sites

Work with the property owners and prospective users to align any potential development project(s) with Lake Park CRA vision for this area.

#### 6.F - Park Avenue Extension

Conduct a feasibility analysis for the potential extension of Park Avenue connecting Downtown Lake Park (FEC crossover) to Congress Avenue and begin the planning and construction process if feasible.

#### 6.G - Downtown Residential

Promote and facilitate the development of One Park Place Phase II (a mixed-use development).

#### 6.H - Parking Management

Facilitate and encourage aesthetic improvements to public and private parking facilities and lots through parking management efforts to satisfy parking needs while improving sense of place.

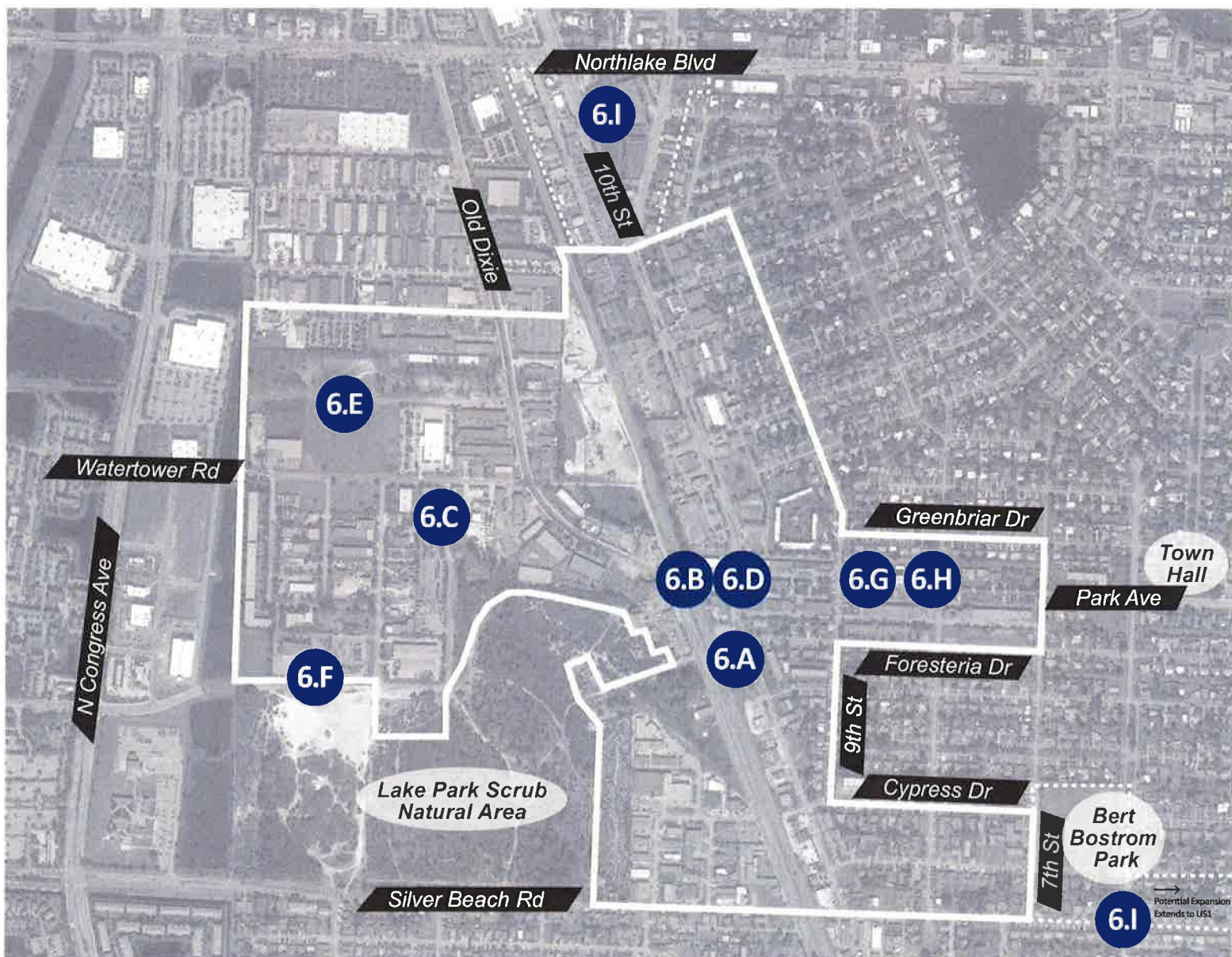
#### 6.I - Potential CRA Expansion

Evaluate and explore potential limited expansion of the CRA to connect to the 10th Street gateway and adaptive reuse opportunity at Northlake Boulevard and to retain workforce housing and improve the conditions of the residential community along the north side of Silver Beach Road.

# POTENTIAL REDEVELOPMENT CATALYST PROJECTS MAP

Implement Potential Redevelopment Catalyst Projects

- 6.A - Railside Site – TOD / P3 / Mixed-Use Development
- 6.B - Old Dixie/FEC Crossover
- 6.C - Industrial Septic to Sewer
- 6.D - Park Avenue and 10th Street
- 6.E - Watertower and Old Dixie Industrial Opportunity Sites
- 6.F - Park Avenue Extension
- 6.G - Downtown Residential
- 6.H - Parking Management
- 6.I - Potential CRA Expansion





## Financial Projections

### TIF Projections

Year	County Contribution (\$)	Town Contribution (\$)	Total (\$)
2022	521,178	959,790	1,482,990
2023	536,813	988,584	1,527,420
2024	552,918	1,018,241	1,573,183
2025	569,505	1,048,788	1,620,319
2026	586,590	1,080,252	1,668,869
2027	604,188	1,112,660	1,718,875
2028	622,314	1,146,039	1,770,381
2029	640,983	1,180,421	1,823,433
2030	660,213	1,215,833	1,878,076
2031	680,019	1,252,308	1,934,358
2032	700,420	1,289,878	1,992,329
2033	721,432	1,328,574	2,052,039
2034	743,075	1,368,431	2,113,540
2035	765,367	1,409,484	2,176,886
2036	788,328	1,451,768	2,242,133
2037	811,978	1,495,322	2,309,337
2038	836,338	1,540,181	2,378,557
2039	861,428	1,586,387	2,449,853

### Current TIF allocation

2022	(\$)
<b>Projected Revenue</b>	<b>1,510,968</b>
Sheriff	133,680
Operating	261,389
Capital Outlay	252,343
Grants	135,000
Transfers and Cost Allocation	748,556
<b>Total Expense</b>	<b>1,530,968</b>

### Redevelopment Implementation Cost Example

	2023-2027	2023	2024	2025	2026	2027
	(\$)					
<b>Revenue Forecast</b>	<b>8,262,592</b>	<b>1,556,297</b>	<b>1,602,986</b>	<b>1,651,076</b>	<b>1,700,608</b>	<b>1,751,626</b>
Economic Development						
Identity, Marketing, Branding	275,000	50,000	75,000	75,000	50,000	25,000
Business Grants and Support	500,000	100,000	100,000	100,000	100,000	100,000
Capital Projects						
Gateways	250,000	-	250,000	-	-	-
Lighting (String)	20,000	10,000	2,500	2,500	2,500	2,500
Streetscapes	1,000,000	100,000	150,000	500,000	250,000	-
Infrastructure- Septic to Sewer	1,000,000	500,000	250,000	250,000	-	-
Housing & Residential						
Rehabilitation	500,000	100,000	100,000	100,000	100,000	100,000
Development Incentives		-				
Green Space	200,000	50,000	50,000	50,000	25,000	25,000
Clean and safe	500,000	100,000	100,000	100,000	100,000	100,000
Transportation & Parking						
Park Avenue Extension	1,500,000	46,297	50,486	123,576	723,108	556,533
Parking Management	400,000	150,000	100,000	50,000	50,000	50,000
Redevelopment Support						
LDR Enhancements	125,000	50,000	75,000	-	-	-
Land Acquisition	500,000	-	-	-	-	500,000
Staffing and Administration	1,492,592	300,000	300,000	300,000	300,000	292,592
<b>Expense Projection</b>	<b>8,262,592</b>	<b>1,556,297</b>	<b>1,602,986</b>	<b>1,651,076</b>	<b>1,700,608</b>	<b>1,751,625</b>



## Case study



Image: Plaza 98 Miami Shores Village. (source: Safe Streets Summit)

# Plaza 98

## Plaza 98 Tactical Urbanism Destinations & Activations

The Village of Miami Shores, originally a Pineapple Plantation, is predominantly a residential community located north of the City of Miami. Created more than 85 years ago, the community was designed for automobiles and has been a gateway community through which travelers pass on the way to somewhere else. As a result, historically there has been no clearly defined downtown area. No natural gathering space indicating, “You’re arrived, come join us”.

As a result of a downtown district analysis and in collaboration with multiple partners Miami Shores created a low-cost, pedestrian-friendly destination gathering place by enhancing , existing road infrastructure. The finished Plaza 98 project allows for local neighborhood programming and destination activities for outsiders. The project was nominated for The People’s Choice Award by the Safe Streets Summit as an example of a project that has created safer, more equitable, more livable streets.

The project implementation details included:

- + Project management: Street Plans, an urban design firm, spearheaded the project.
- + Parties involved (including City Departments): Plaza 98 was a collaboration between Miami Shores Village, the Greater Miami Shores Chamber of Commerce, Miami REALTORS, Miami Dade Department of Transportation, and Street Plans.

<https://www.safestreetssummit.org/peoples-choice-awards>



## Case study

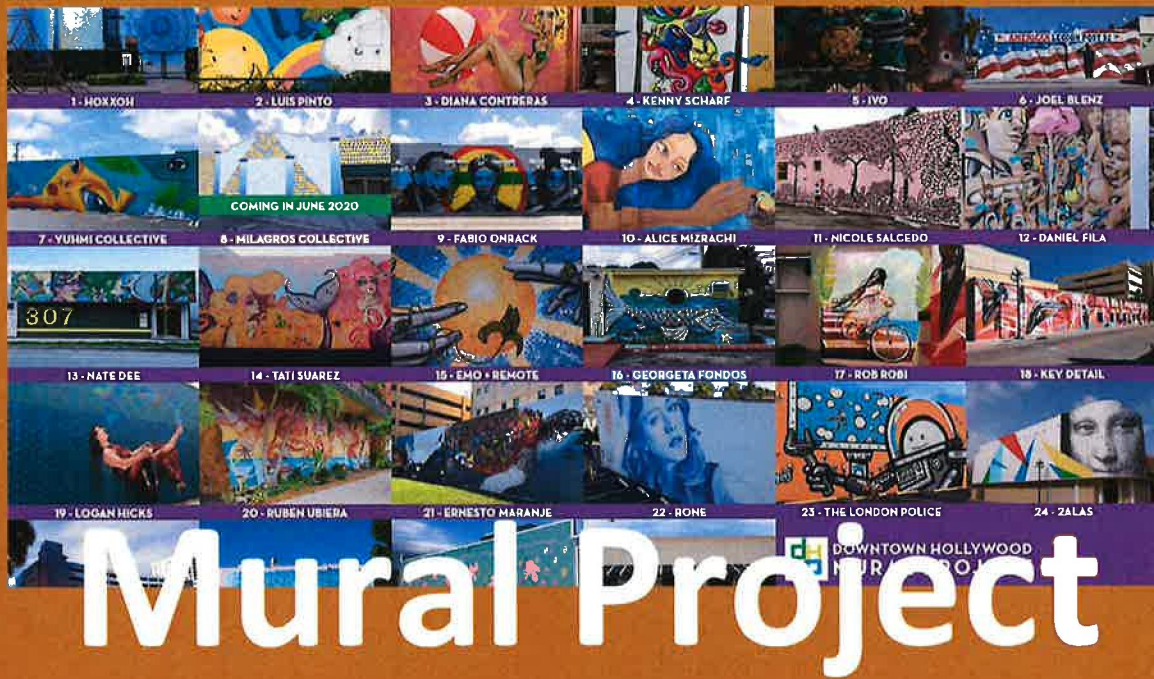


Image: Downtown Hollywood Mural Project Map. (Source: Safe Streets Summit)

### Mural Project and Mural Only Program Grant Cultural Arts & Entertainment

The City of Hollywood, Florida CRA's Mural Project goal is to curate contemporary outdoor murals at key locations in Downtown Hollywood in an effort to enhance and enrich the existing cultural fabric of our community, thereby attracting more art related activities, businesses and events. Incentives include a Mural Only Program (MOP), a reimbursement grant program that uses tax increment funds to leverage private investment for on-site property improvements. The MOP utilizes an application process and offers a 50% reimbursement grant up to a maximum reimbursement amount of \$10,000 per property for costs associated with the creation and installation of a painted or mosaic mural, including design, labor, materials and equipment, on the exterior surface of buildings and structures located within the CRA Districts.

The Mural Only Program and a similar Paint Only Program providing matching funds for the use of licensed paint contractors for exterior cleaning, patching and painting, serve to beautify and reduce slum and blight in the core business district. In return, the applicable structures and murals become destination attractions for local and tourists.

<http://hollywoodcra.org/188/Downtown-Hollywood-Mural-Project>



## Case study

# Home Repair

## Choice Neighborhoods Exterior Owner-Occupied Rehab Program

### Maintenance & Rehabilitation

This owner-occupied program helps lower-income residents remain in their home by offering deferred forgivable loans up to \$70,000 to make improvements to their homes for exterior, health and safety repairs. Priority is given to residents 55 or older, veterans, disabled head of households and those that have lived in their homes for at least 15 years. Funds will be provided in the form of a forgivable loan at a 0% interest rate with payments deferred and forgiven until the earlier of loan maturity, sale, transfer of ownership, or failure to maintain the property as the primary residence during the loan term. The maximum loan amount per home is \$70,000, inclusive of all construction related costs and closing costs. Loan term will be determined.

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<https://www.investatlanta.com/homebuyers/owneroccupied-rehab>



Image: Before, during, and after images for a home repair (Source: Go Humans News)



## Case study

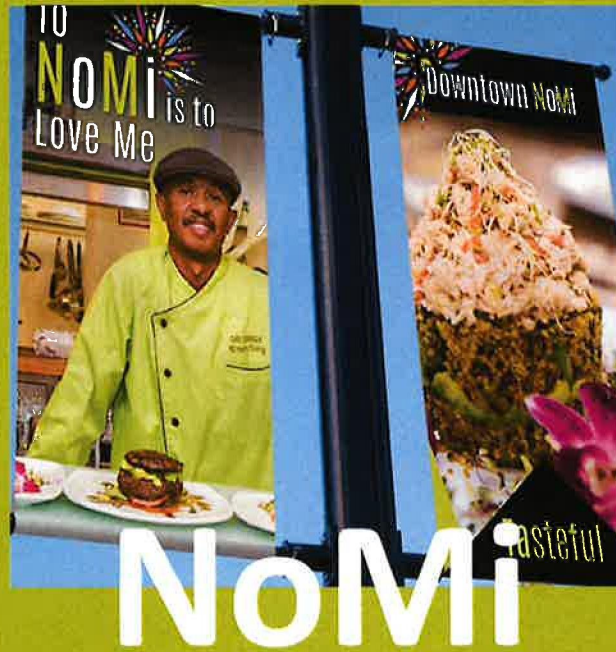


Image: Marketing Project: NoMi, North Miami, Florida. (Source: North Miami CRA)

### North Miami Branding & Marketing Business Attraction & Retention

The North Miami Community Redevelopment Agency (NMCRA) was established in 2005 and is charged with the responsibility of eliminating conditions of blight that exist within the City and helping improve the quality of life by revitalizing the City's physical, economic, educational and social resources. The designated area includes 3,250 acres, approximately 60% of the City. The NMCRA is an example of a successful revitalization process that utilizes marketing and branding tools at its core. Some of the initiatives include:

- + The Downtown Revitalization project which seeks to attract investment by a shared vision for North Miami's urban core as a vibrant area where people live, shop, work, and play.
- + The MOCA Plaza and Courtyard Renovation project serves as a business attraction technique by sending a message that the City invested in this central public space to bring the community together.
- + Downtown NOMI Strategic Marketing Plan project.

All of these projects are examples that marketing and business attraction is a public investment that creates a flare that attracts millions of dollars in private investment, improves quality of life, creates jobs, attracts businesses and real estate development, creates affordable housing, and leverage public infrastructure costs. Find out what makes you authentic and your physical assets.

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<https://www.northmiamicra.org>



## Case study



Image: Fence Repairs and Replacement.  
(Source: Budget Fence & Gate Sy stems West Palm Beach)

# Paint Plant & Pave

## Paint Plant and Pave Program Housing Rehabilitation (Fence Repairs and Replacement)

This incentive is created to provide curb appeal to single-family and multi-family properties in disrepair in Pleasant City. The proposed improvements may include pressure cleaning, painting, minor facade repairs, landscaping, awnings, driveways and/or parking lot sealing, irrigation systems, exterior lighting and fence repair or removal. The CRA will provide 100% of the project cost on owner occupied singlefamily structures and 80% of the project cost on non-owner occupied single-family or multifamily structures up to \$20,000 per property for exterior improvements.

The West Palm Beach CRA limits this program to a particular neighborhood; it is not available throughout the entire CRA district. In addition, it is available to both single family and multifamily properties. While there are no design specifications related to fencing, non-chain link fencing is preferred.

An inventory of code violations and properties noted in the Finding of Necessity provides a starting point in creating a fence repair and replacement program. The fence repair program will be an initiative that beautifies the physical environment, reduces blight conditions, increases value, and most importantly it gives the community a sense of pride for their place. When the community is empowered they will give back and the return on investment will be manifested in the revitalization process.

<https://www.wpb.org/government/community-redevelopment-agency/incentives>



## Case study



Image: Hallandale City Center Rendering, Photo: CFM Architects

# P3 Development

## Hallandale City Center Public Private Partnership

Hallandale City Center, a proposed 2-acre, mixed-use project of 89 rental apartments with 14 of those set aside for affordable housing, is a great example of housing diversity development with potential for rental to homeownership incentives within a CRA-owned land. The project consists of rental apartments, affordable units, commercial/retail spaces, and parking spaces with a set aside number of parking spaces as public parking for the City. The project estimated cost is approximately \$17 million; and, it is expected to create temporary and permanent jobs, as well as continuing tax revenues.

The 89 apartments would be two-bedroom, two bathroom units; most would have the rent set at \$1,375, according to Glendon Hall, the CRA's economic development manager. Fourteen apartments would be set aside for affordable housing, with rents at about \$1,100, Hall said.

Since 2012, the Hallandale Beach CRA has spent \$6 million in acquiring the land — made up of 13 parcels

As part of this development, the developer and City seek that Hallandale City Center LLC provide a leading worldwide approach to affordable housing production commonly known as the 'Vienna Model. Unlike traditional affordable housing development models, where construction costs are the main priority, the Vienna Model has four equally essential pillars: Architectural Quality, Environmental Considerations, Social Sustainability, and Economic Costs. This has resulted in beautiful, yet affordable housing projects that are assets to the public realm.

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<https://cohbcra.org/folio/hallandale-city-center/>



## Case study



Image: Redevelopment Support/ Economic Incentives: Tax Increment Recapture, Infrastructure Grant & Community Benefits Agreements, North Miami, Florida (Source: North Miami CRA)

# Infrastructure

## Tax Increment Recapture, Infrastructure Grant & Community Benefits Agreements Economic Incentives

The North Miami Community Redevelopment Agency (NMCRA) will use tax increment revenues to encourage economic development in the Community Redevelopment Area. The NMCRA is proposing to provide a Tax Increment Recapture to the owner of a qualifying project. A qualifying project is one that is anticipated to create at least \$2 million in Net New taxable value in the first full year following completion.

Any new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000 shall enter into a community benefits agreement with the Agency. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed.

The amount of the Base Tax Increment Recapture shall be 25% to 50% of the Net New Tax Increment Revenue generated by the project. If the taxable assessed value of the Property (as determined by the Miami-Dade County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Recapture shall be no more than 50% percentage of the project's Net New Tax Increment Revenue. In any fiscal year, the Tax Increment Recapture shall be subordinate in all respects to all CRA Debt. At no time will the Tax Increment Recapture exceed 50%.

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[https://www.northmiamicra.org/sites/default/files/tif\\_incentives\\_program\\_062017.pdf](https://www.northmiamicra.org/sites/default/files/tif_incentives_program_062017.pdf)  
<https://www.northmiamifl.gov/DocumentCenter/View/8324/Agreement-CRA-and-West-Bank-Investment-02-05-2020-PDF>

# thank you.

Town of Lake Park Community

**We Provide Economic Development Solutions.**

Kevin Crowder, CEcD  
kevin@businessflare.net  
305.281.2279

Rachel Bach, AICP  
rachel@businessflare.net  
954.520.3727

Alicia Alleyne, MBA  
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Farrell Tiller, MBA  
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Camilo Lopez, Planning  
camilo@businessflare.net  
954.696.4106





**PUBLIC NOTICE  
TOWN OF LAKE PARK  
NOTICE OF PUBLIC HEARING**

BE ADVISED that the Town Commission will consider adoption of the updated Community Redevelopment Agency (CRA) Master Plan at their June 1, 2022 (6:30pm, or as soon thereafter as can be heard) meeting to be held in the Town Hall Chambers located at 535 Park Avenue, Lake Park, FL 33403. The updated CRA Master Plan provides general information on the CRA area, along with background information related to the area and establishes redevelopment goals and redevelopment program initiatives, along with financial projections and identifies relevant case studies. The CRA area generally includes the Town's downtown area and some neighboring residential communities, along with a large portion of the Town's commercial/light industrial area.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3319, or by emailing Nadia Di Tommaso at [nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov). 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.  
Town Clerk: Vivian Mendez  
PUB: The Palm Beach Post - Friday, May 20, 2022

**COPY**

**PUBLIC NOTICE  
TOWN OF LAKE PARK  
NOTICE OF PUBLIC HEARING**

BE ADVISED that the Town Commission will consider adoption of Resolution 38-05-23 related to the updated Community Redevelopment Agency (CRA) Finding of Necessity - *Finding and Declaring areas to be Slum and Blighted and Declaring the Need for the Expansion of the Town of Lake Park Community Redevelopment Area and subsequently approving an amended Redevelopment Plan with the Expansion Areas* at their August 16, 2023 (6:30pm, or as soon thereafter as can be heard) meeting to be held in the Town Hall Chambers located at 535 Park Avenue, Lake Park, FL 33403. The general boundaries of the proposed expanded Lake Park CRA are generally as follows:

*Area 1:* North of Northern Drive and south of Northlake Boulevard, between 10<sup>th</sup> Court to the west and West Road to the east.

*Area 2:* East of 7<sup>th</sup> Street along the north side of Silver Beach Road, to include the public park area on the northeast corner of 7<sup>th</sup> Street and Bayberry Drive.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3319, or by emailing Nadia Di Tommaso at [nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov). 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.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, August 4, 2023

# COPY

July 24, 2023

**ADDRESS**

**REGISTERED MAIL  
RETURN RECEIPT REQUESTED**

Attn: CRA Representative

**Re: Notice to Taxing Authorities Pursuant to Florida Statutes Sections 163.346 and 163.355 - Finding and Declaring areas to be Slum and Blighted and Declaring the Need for the Expansion of the Town of Lake Park Community Redevelopment Area (CRA) and approving an amended Redevelopment Plan with the Expansion Areas.**

Dear CRA Representative:

Notice is hereby given in accordance with the provisions of Sections 163.346 and 163.355 Florida Statutes, as amended, that the Town of Lake Park Commission will hold a public hearing to consider matters pertaining to the finding of necessity study, declaring areas in the Town to be slum and blighted, and declaring the need for the expansion of the Community Redevelopment Area into those areas, and approval of an amended Community Redevelopment Plan pursuant to the Florida Community Redevelopment Act of 1969, as it is presently contained in Part III, Chapter 163, Florida Statutes as amended (the "Act").

The hearing will be held on August 16, 2023 in Town Hall Chambers at 535 Park Avenue, Lake Park, FL 33403 on or after 6:30 p.m.

This notice is being provided to you as a taxing authority of real property within the proposed redevelopment area and this notice is required by section 163.346 of the Act. **The only taxing authorities that are subject to the tax increment implications intended by this proposal are currently Palm Beach County and the Town of Lake Park however, this notice is being sent as a statutory requirement to all taxing authorities, including those who will not be impacted.**

The general boundaries of the proposed expanded Lake Park CRA are generally as follows:

*Area 1:* North of Northern Drive and south of Northlake Boulevard, between 10<sup>th</sup> Court to the west and West Road to the east.

*Area 2:* East of 7<sup>th</sup> Street along the north side of Silver Beach Road, to include the public park area on the northeast corner of 7<sup>th</sup> Street and Bayberry Drive.

*(Map enclosed)*

Copies of our recently amended and most current CRA Plan, along with copies of the resolution declaring the areas to be slum and blighted and declaring the need for the expansion of the Lake Park CRA and approving the amended CRA Redevelopment Plan may be inspected by the public at the office of the Town Clerk located at 535 Park Avenue, Lake Park, FL 33403, during regular working hours, 8:30 a.m. to 5:00 p.m., Monday through Friday.

Comments and questions with respect to this action should be addressed to Nadia Di Tommaso, Community Development Director, at [nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov).

Sincerely,

John D'Agostino  
Town Manager/CRA Executive Director

Enclosure: Map of Expansion Areas

cc: Thomas J. Baird, Town Attorney (via electronic mail)  
Vivian Mendez, Town Clerk (via electronic mail)  
Kevin Crowder, Business Flare, Consultant (via electronic mail)





## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: August 16, 2023

Agenda Item No.

**Agenda Title: Evergreen Solutions LLC 2023 Compensation Study**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA  
 [ ] BOARD APPOINTMENT [ ] OLD BUSINESS  
 [ ] PUBLIC HEARING ORDINANCE ON FIRST READING  
 [x] **NEW BUSINESS**  
 [ ] OTHER: \_\_\_\_\_

**Bambi McKibbon-**

**Approved by Town Manager** **Turner**

**Date:**

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake  
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 Date: 2023.08.10 14:34:57 -04'00'

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

<b>Originating Department:</b>  <b>Town Manager</b>	<b>Costs: To Be Determined</b> Funding Source: Acct. # [ ] Finance _____	<b><u>Attachment:</u></b> <b>Evergreen Solutions LLC Classification and Compensation Study for the Town of Lake Park Final Report</b>
<b>Advertised:</b> Date: _____ Paper: _____ [ ] 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 <b>Not applicable in this case</b> <b><u>BMT</u></b> <b>Please initial one.</b>

### **Summary Explanation/Background:**

In 2022, the Town of Lake Park engaged the services of Evergreen Solutions LLC ("Evergreen") for the purpose of updating the compensation study which Evergreen completed for the Town in 2019. The reason for such update is to determine what changes need to be made in the Town's pay plan in order to ensure continued internal and external equity within the plan, and to determine what

changes need to be made in the existing pay plan in order to take into account the changes in the external job market stemming from the 2020 COVID-19 pandemic.

It is management's intent that adoption of the compensation study become effective October 1, 2023 for implementation when funds become available.

**Recommended Motion: I move to approve adoption of the Evergreen Solutions LLC Classification and Compensation Study for the Town of Lake Park.**

# Classification and Compensation Study for the Town of Lake Park

## FINAL REPORT



Evergreen Solutions, LLC

May 15, 2023

# EVERGREEN SOLUTIONS, LLC

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**EVERGREEN SOLUTIONS, LLC**

# Chapter 1 - Introduction

In February 2022, Evergreen Solutions (“Evergreen”) was retained by the Town of Lake Park (“the Town”) to conduct a Classification and Compensation Study for all employees. Evergreen previously conducted a Pay and Compensation Study for the Town in 2019. The purpose of the 2022 study was to update the existing pay plan as well as ensure internal and external equity within the plan. The recommendations offered in this study are intended to meet the Town’s desire to attract and retain qualified employees.

Internal equity relates to the fairness of an organization’s compensation practices among its current employees. Specifically, by reviewing the skills, capabilities, and duties of each position, it can be determined whether similar positions are being compensated in a similar manner within the Town. The classification component of this study is aimed at resolving any inconsistencies related to job requirements and providing some clarity to the plan in place.

External equity deals with the differences between what the Town is paying for each classification of employees and what compensation is available in the market place for the same skills, capabilities, and duties.

As part of the study, Evergreen Solutions was tasked with:

- holding a study kick-off meeting;
- analyzing the Town’s current salary structure to determine its strengths and weaknesses;
- conducting employee outreach by interviewing Town leaders and holding focus groups with a representative sample of employees;
- facilitating discussions to develop an understanding of its compensation philosophy;
- collecting classification information through the Job Assessment Tool (JAT) process to analyze the internal equity of the Town’s classification system;
- conducting a market compensation survey to assess external equity (market competitiveness) of the Town’s current pay plan;
- developing recommendations for improvements to classification titles and the creation of new titles, as appropriate;
- developing a competitive compensation structure and slotting classifications into that structure while ensuring internal and external equity;



- developing optional methods for transitioning salaries into the new structure and calculating cost estimates for implementation;
- providing the Town with information and strategies regarding compensation and classification administration;
- preparing and submitting draft and final reports that summarize the study findings and recommendations.

## 1.1 STUDY METHODOLOGY

To provide relevant information to the Town, Evergreen combined qualitative with quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of the Town's classification structure and practices.

Project activities included:

- conducting a project kick-off meeting;
- providing an orientation session for employees;
- facilitating employee interviews;
- conducting a market compensation survey;
- developing recommendations for compensation management;
- developing detailed implementation recommendations; and
- crafting the draft and final reports including all compensation analysis.

### **Kickoff Meeting**

The kickoff meeting provided an opportunity to discuss the history of the organization, finalize the work plan, and begin the data collection process. Data collection of relevant background material (including existing pay plans, organization charts, policies, procedures, training materials, job descriptions, and other pertinent material) is part of this process.

### **Assessment of Current Conditions**

This analysis provides an overall assessment of the existing pay plans and related data for the Town's employees at the time the study began. The pay plans, the progression of employee salaries through pay grades, employee tenure, and the distribution of employees in the Town are all examined during this process. The findings of this analysis are summarized in **Chapter 2** of this report.

### **Employee Outreach**

During the focus groups, employees were asked about their experience with the Town and to identify any concerns they have about compensation or classification. Feedback received from employees helped to highlight areas where the employees feel attention and consideration are needed. This information, found in **Chapter 3**, provided some basic perceptual background, as well as a starting point for the research process.





## Salary Survey

The external market is defined as identified peers with which the Town competes for qualified employees, including those that have similar characteristics, demographics, and service offerings as the target organization. Benchmark positions were identified from each area and level of the organization and include a large cross-section of positions in the Town. Once the target and benchmark information were finalized, a market survey tool was created to solicit salary information from each of the peer organizations.

When the results were received, the data were analyzed, cleaned, and entered to provide aggregate findings. The results of the salary survey are provided in **Chapter 4**.

## Job Assessment Tool (JAT) Classification Analysis

Although market data are imperative for determining pay grade value for job titles, they are not the only factor that contributes to recommended placement. In addition to collecting market data, job questionnaire data were used to slot positions. Evergreen's Job Assessment Tool (JAT) was administered to all employees during the study and was available to all employees for a three-week period to allow for sufficient participation. Upon completion of the JAT, supervisors were provided the opportunity to review employee submittals and provide feedback on responses. The JAT provided a score for each Town job title which was used to determine the hierarchy and value of all job titles based on each one's complexities. Each classification's score was based on the employee and supervisor responses to the JAT. The scores allowed for a comparison of classifications in the Town.

## Recommendations

The development of recommendations followed agreement on the structure of the compensation and classification system. During this phase, desired range spreads (distance from minimum to maximum) and midpoint progressions (distance from the midpoint of one pay grade to the next) were established. In addition, the Town identified its desired market position and compensation philosophy. Subsequently, the pay plan and job slotting within the system were adjusted to account for this desired position in the market.

As part of the study, job titles for employees were determined to best reflect the roles and responsibilities of each position. With the salary schedules and job titles established, jobs can be slotted into the proposed pay grade structure using market data and feedback from Human Resources staff in the Town.

The final step in the development of recommendations was to identify the costs associated with each step of the analysis. The data from the job slotting were applied to the individual incumbents in the organization. This gave the Town the opportunity to view the total costs associated with the structural changes. Information was then provided to the Town on various ways to implement the proposed structure and possible adjustments that can be made to address any remaining issues. A summary of the findings and the associated recommendations in the study can be found in **Chapter 5**.



## 1.2 REPORT ORGANIZATION

This report includes the following five chapters:

- Chapter 1 – Introduction
- Chapter 2 – Assessment of Current Conditions
- Chapter 3 – Summary of Employee Outreach
- Chapter 4 – Salary Survey Summary
- Chapter 5 – Recommendations



## Chapter 2 – Assessment of Current Conditions

**Chapter 2** provides an overall assessment of the compensation system in place for employees of the Town of Lake Park. Data included here reflect the demographics in place at the time of the study and should be considered a snapshot in time. The data provide the baseline for analysis throughout the course of this study, but are not sufficient cause for recommendations in isolation. By conducting this review, Evergreen gained a better understanding of the structure and associated salary practices in place, and identified issues for both further review and potential revision.

### 2.1 ANALYSIS OF THE PAY PLAN

The Town administers two open range pay plans for its employees. **Exhibit 2A and 2B** provides details related to the value of each pay range at the minimum, the calculated midpoint, and the maximum; the range spread for each (the distance between the pay range minimum and maximum); the midpoint progression (the distance between the midpoint of adjacent pay grades); and the number of employees in each pay grade.

As shown, the pay plan for non-union workers supports 32 employees and features 14 pay grades, whereas the plan for union members include six pay grades for 23 employees. The range spread across all pay grades averages 55 percent. The midpoint progression between the pay grades is variable with calculated values from seven percent to 23 percent.



**EXHIBIT 2A  
SUMMARIZED PAY PLAN FOR NON-UNION EMPLOYEES**

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
10N	\$27,000.00	\$34,425.00	\$41,850.00	55%	-	2
40N	\$33,076.16	\$42,172.11	\$51,268.05	55%	23%	3
50N	\$35,391.49	\$45,124.15	\$54,856.81	55%	7%	3
60N	\$37,868.90	\$48,282.85	\$58,696.79	55%	7%	0
70N	\$40,519.72	\$51,662.64	\$62,805.57	55%	7%	6
80N	\$43,356.10	\$55,279.03	\$67,201.95	55%	7%	1
90N	\$46,391.03	\$59,148.56	\$71,906.09	55%	7%	1
100N	\$49,638.40	\$63,288.96	\$76,939.52	55%	7%	4
130N	\$66,068.71	\$84,237.61	\$102,406.50	55%	33%	0
140N	\$72,675.58	\$92,661.36	\$112,647.15	55%	10%	3
150N	\$79,943.14	\$101,927.50	\$123,911.86	55%	10%	3
160N	\$87,937.45	\$112,120.25	\$136,303.05	55%	10%	1
170N	\$96,731.20	\$123,332.28	\$149,933.35	55%	10%	4
180N	\$106,404.32	\$135,665.50	\$164,926.69	55%	10%	1
				<b>55%</b>	<b>11%</b>	<b>32</b>

**EXHIBIT 2B  
SUMMARIZED PAY PLAN FOR UNION EMPLOYEES**

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
20U	\$28,890.00	\$36,834.75	\$44,779.50	55%	-	3
40U	\$33,076.16	\$42,172.11	\$51,268.05	55%	14%	9
50U	\$35,391.49	\$45,124.15	\$54,856.81	55%	7%	2
60U	\$37,868.90	\$48,282.84	\$58,696.79	55%	7%	2
70U	\$40,519.72	\$51,662.64	\$62,805.57	55%	7%	1
90U	\$46,391.03	\$59,148.56	\$71,906.09	55%	14%	6
				<b>55%</b>	<b>10%</b>	<b>23</b>



All classifications (job titles) are displayed in **Exhibit 2C**. The total number of unique classifications utilized by the Town is 49 for its 55 employees.

## EXHIBIT 2C LIST OF CLASSIFICATIONS

Classification Title	Classification Title
Accountant	Foreman - Sanitation
Accountant, Senior	Foreman - Vehicle Maintenance
Accounting Technician	Grant Writer/Public Information Officer
Assistant Director - Finance	Groundskeeper
Assistant Director - Library	Groundskeeper, Lead
Assistant Town Manager/Director - Human Resources	Irrigation Technician
Camp Counselor	Lead Groundskeeper
Code Compliance Officer	Library Assistant
Community Development Technician	Library Assistant - Children's
Deputy Town Clerk	Maintenance Worker
Director - Community Development	Manager - Capital Projects
Director - Finance	Marina Maintenance Worker II
Director - Information Technology	Marketing Specialist
Director - Library	Mechanic
Director - Marina	Planner
Director - Public Works	Planner - Pt
Director - Special Events	Public Works Operations Manager
Dock Attendant	Recreation Supervisor
Dockmaster	Sanitation Truck Operator I
Events Coordinator	Sanitation Truck Operator II
Executive Assistant	Stormwater Infrastructure Foreman
Facilities Maintenance Worker I	Stormwater Technician I
Facilities Maintenance Worker II	Stormwater Technician II
Foreman - General Infrastructure	Town Clerk
Foreman - Grounds Maintenance	

## 2.2 SALARY PLACEMENT ANALYSIS

When assessing the effectiveness of a pay plan and associated policies, it is helpful to analyze where employee salaries stand in comparison to their classification's pay range. Identifying areas where there are clusters of employee salaries can illuminate potential pay progression concerns within a pay plan. It should be noted that employees' salaries, and the progression of the same, is associated with an organization's compensation philosophy—specifically, the method of salary progression and the availability of resources. Therefore, the placement of employee salaries should be viewed with this context in mind.



### **Below and At Minimum and At or Above Maximum**

In general, the placement of an employee's salary at a classification's pay range minimum would generally indicate a newer employee or an employee that was recently promoted into a classification who has not had the opportunity or experience needed to progress through the range. In contrast, an employee with a salary at or near the maximum of their pay range is generally an employee with longer tenure who has had the opportunity, experience, and/or performance to progress their salary toward the top of the pay range.

**Exhibit 2D** displays the percentage of employees whose salaries are at or below their respective pay range minimum and at or above the pay range maximum of their respective pay range maximum. Employees not included in these charts are compensated somewhere between the upper and lower thresholds. The percentages presented are based on the total number of employees in that grade. As shown, zero employees (0.0 percent) have a salary below or at their respective pay range minimum or at the maximum; however, five employees (9.1 percent) have a salary above the maximum.

### **Below and Above Midpoint**

In addition to assessing the number of employee salaries at minimum and maximum, an analysis was conducted to determine the number of employees with salaries below and above pay range midpoint. Employees with salaries close to the midpoint of a pay range typically would be fully proficient in their classification and require minimal supervision to complete their job duties while performing satisfactorily. Within this framework, pay range midpoint is commonly considered to be the salary an individual could reasonably expect for similar work in the market. Therefore, it is important to examine the percentage and number of employees with salaries above and below the calculated midpoint.

**Exhibit 2E** displays the percentage of employee whose salaries are below or above their respective pay range midpoint. The percentages presented are based on the total number of employees in that grade. As can be seen, 37 employees (67.3 percent) are compensated below their pay range midpoint, and 18 (32.7 percent) are compensated above.





**EXHIBIT 2D**  
**BELOW AND AT MINIMUM AND AT OR ABOVE MAXIMUM BY GRADE**

Grade	Employees	Below Min		At Min		At Max		Above Max	
		#	%	#	%	#	%	#	%
10N	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40N	3	0	0.0%	0	0.0%	0	0.0%	1	33.3%
50N	3	0	0.0%	0	0.0%	0	0.0%	1	33.3%
70N	6	0	0.0%	0	0.0%	0	0.0%	0	0.0%
80N	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
90N	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
100N	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
140N	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
150N	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
160N	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
170N	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
180N	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20U	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40U	9	0	0.0%	1	11.1%	0	0.0%	0	0.0%
50U	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
60U	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
70U	1	0	0.0%	0	0.0%	0	0.0%	1	100.0%
90U	6	0	0.0%	0	0.0%	0	0.0%	2	33.3%
<b>Total</b>	<b>55</b>	<b>0</b>	<b>0.00%</b>	<b>1</b>	<b>1.8%</b>	<b>0</b>	<b>0.0%</b>	<b>5</b>	<b>9.1%</b>



**EXHIBIT 2E  
BELOW AND ABOVE MIDPOINT BY GRADE**

Grade	Employees	<Mid		Mid>	
		#	%	#	%
10N	2	2	100.0%	0	0.0%
40N	3	1	33.3%	2	66.7%
50N	3	2	66.7%	1	33.3%
70N	6	1	16.7%	5	83.3%
80N	1	0	0.0%	1	100.0%
90N	1	1	100.0%	0	0.0%
100N	4	3	75.0%	1	25.0%
140N	3	2	66.7%	1	33.3%
150N	3	2	66.7%	1	33.3%
160N	1	1	100.0%	0	0.0%
170N	4	4	100.0%	0	0.0%
180N	1	1	100.0%	0	0.0%
20U	3	3	100.0%	0	0.0%
40U	9	9	100.0%	0	0.0%
50U	2	2	100.0%	0	0.0%
60U	2	1	50.0%	1	50.0%
70U	1	0	0.0%	1	100.0%
90U	6	2	33.3%	4	66.7%
<b>Total</b>	<b>55</b>	<b>37</b>	<b>67.3%</b>	<b>18</b>	<b>32.7%</b>



## 2.3 QUARTILE ANALYSIS

In a quartile analysis, each salary range is divided into four equal segments (quartiles) and employees are assigned a quartile based on where their current salary falls. While there is no best practice for what average tenure should be for each quartile, and other factors outside of the breadth of this analysis can impact placement (e.g. promotional and hiring practices), this analysis is useful in revealing areas of compression within a compensation system when paired with tenure data. Generally, the ideal outcome is for the analysis to show a strong correlation between tenure and quartile, where higher tenure would be experienced in higher quartiles.

**Exhibit 2F** shows the number of employee salaries that are in each quartile of each pay range. Also, the average overall tenure (i.e. how long an employee has been employed by the Town) by quartile is shown. As displayed, 21 (38.2 percent) employees have salaries in the first quartile of their respective range, 16 (28.1 percent) employees have salaries in the second quartile, nine (16.4 percent) employees have salaries in the third quartile, and nine (16.4 percent) employees have salaries in the fourth quartile. Additionally, tenure for each quartile is as follows: average tenure in the first quartile is 7.8 years, is 4.2 years in the second quartile, is 8.5 years in the third quartile, and is 20.6 years in the fourth quartile. Increases in compensation are to be expected when pay progression is closely tied to years of service.



### EXHIBIT 2F QUARTILE ANALYSIS

Grade	Total Employees	Avg. Tenure	1st Quartile			2nd Quartile			3rd Quartile			4th Quartile		
			#	%	Avg. Tenure	#	%	Avg. Tenure	#	%	Avg. Tenure	#	%	Avg. Tenure
10N	2	3.9	2	100.0%	3.9	0	0.0%	-	0	0.0%	-	0	0.0%	-
40N	3	3.0	1	33.3%	3.1	0	0.0%	-	1	33.3%	0.5	1	33.3%	5.4
50N	3	16.7	1	33.3%	9.3	1	33.3%	0.5	0	0.0%	-	1	33.3%	40.2
70N	6	8.5	0	0.0%	-	1	16.7%	0.2	5	83.3%	10.1	0	0.0%	-
80N	1	8.4	0	0.0%	-	0	0.0%	-	0	0.0%	-	1	100.0%	8.4
90N	1	6.0	0	0.0%	-	1	100.0%	6.0	0	0.0%	-	0	0.0%	-
100N	4	6.3	0	0.0%	-	3	75.0%	3.3	1	25.0%	15.3	0	0.0%	-
140N	3	2.3	1	33.3%	5.6	1	33.3%	0.5	0	0.0%	-	1	33.3%	0.6
150N	3	8.1	2	66.7%	11.9	0	0.0%	-	1	33.3%	0.3	0	0.0%	-
160N	1	15.2	1	100.0%	15.2	0	0.0%	-	0	0.0%	-	0	0.0%	-
170N	4	3.4	2	50.0%	6.0	2	50.0%	0.9	0	0.0%	-	0	0.0%	-
180N	1	20.7	1	100.0%	20.7	0	0.0%	-	0	0.0%	-	0	0.0%	-
20U	3	1.1	3	100.0%	1.1	0	0.0%	-	0	0.0%	-	0	0.0%	-
40U	9	5.0	5	55.6%	2.4	4	44.4%	8.4	0	0.0%	-	0	0.0%	-
50U	2	4.0	0	0.0%	-	2	100.0%	4.0	0	0.0%	-	0	0.0%	-
60U	2	8.8	1	50.0%	1.5	0	0.0%	-	1	50.0%	16.1	0	0.0%	-
70U	1	35.8	0	0.0%	-	0	0.0%	-	0	0.0%	-	1	100.0%	35.8
90U	6	26.8	1	16.7%	12.8	1	16.7%	14.3	0	0.0%	-	4	66.7%	33.4
<b>Overall</b>	<b>55</b>	<b>10.2</b>	<b>21</b>	<b>38.2%</b>	<b>7.8</b>	<b>16</b>	<b>29.1%</b>	<b>4.2</b>	<b>9</b>	<b>16.4%</b>	<b>8.5</b>	<b>9</b>	<b>16.4%</b>	<b>20.6</b>



## 2.4 COMPRESSION ANALYSIS

### Comparison with Supervisor Salaries

Compression (when pay differentials are too small to be considered equitable) can be seen as a threat to internal equity and morale. One common form of pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. An example of this can be observed when the pay of supervisors and their subordinates are too similar. The following analysis attempts to determine if such compression can be observed in the Town.

Employee salary data were utilized to determine if the employee's salary was either less than 80 percent, less than 95 percent, or more than 95 percent of their supervisor's salary; **Exhibit 2G** shows that 41 (74.5 percent) employee salaries fall below 80 percent of their supervisor's salary, two (3.6 percent) fall below 95 percent, and one (1.8 percent) is greater than 100 percent. This would seem to indicate that no serious compression of salaries is taking place as it relates to supervisor salaries.

**EXHIBIT 2G  
EMPLOYEE TO SUPERVISOR SALARY RATIO BY GRADE**

Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
10N	2	0	0	0
40N	3	0	0	0
50N	3	0	0	0
60N	0	0	0	0
70N	4	0	0	0
80N	1	0	0	0
90N	1	0	0	0
100N	4	0	0	0
130N	0	0	0	0
140N	0	2	0	0
150N	0	0	0	0
160N	0	0	0	0
170N	0	0	0	0
180N	0	0	0	1
20U	3	0	0	0
40U	9	0	0	0
50U	2	0	0	0
60U	2	0	0	0
70U	1	0	0	0
90U	6	0	0	0
<b>Totals</b>	<b>41</b>	<b>2</b>	<b>0</b>	<b>1</b>



## Actual Versus Expected Salary Placement

Another form of pay compression can occur when employees have not progressed through their pay range as their years of experience increase. The following analysis examines how far each employee has penetrated into their current pay range and compares it with their expected placement—assuming a 30-year period between minimum and maximum. Generally, the only source of concern would be employees that are more than ten percent below expected placement. Simply having employees in this group does not necessarily mean there are corresponding compression issues, assuming there is a reason for these placements. It is also acknowledged that the Town's compensation practices may differ from progressing employees' salaries based upon tenure.

**Exhibit 2H** displays the number and percentage of employees whose actual salary placement varies from their expected placement. **Note:** This analysis considers an employee's years of service in their current classification, unlike the quartile analysis, which considers overall years of experience. As can be seen, 28 (50.9 percent) employees have salaries that are within ten percent of their expected salary placement, whereas two (3.6 percent) employees have salaries that are more than ten percent below expected placement and 25 (45.5 percent) employees have salaries that are more than ten percent above.

**EXHIBIT 2H**  
**ACTUAL VERSUS EXPECTED PLACEMENT BY GRADE**

Grade	Less than -10%	-10 < X < -5%	-5% < X < 5%	5% < X < 10%	Greater than 10%
10N	0	0	2	0	0
40N	0	0	1	0	2
50N	0	1	0	0	2
60N	0	0	0	0	0
70N	0	0	0	2	4
80N	0	0	0	0	1
90N	0	0	1	0	0
100N	0	0	0	1	3
130N	0	0	0	0	0
140N	0	0	1	0	2
150N	1	0	1	0	1
160N	1	0	0	0	0
170N	0	0	2	0	2
180N	0	1	0	0	0
20U	0	0	2	1	0
40U	0	0	6	3	0
50U	0	0	0	1	1
60U	0	0	0	1	1
70U	0	0	0	0	1
90U	0	0	1	0	5
<b>Totals</b>	<b>2</b>	<b>2</b>	<b>17</b>	<b>9</b>	<b>25</b>





## 2.5 DEPARTMENT/LOCATION DISTRIBUTION

As of February 2022, the Town employed 55 employees across 11 different departments. **Exhibit 2I** depicts the number of classifications that are present in each department, along with the number and overall percentage of total employees by department. As illustrated, the largest department (in terms of employees) is Public Works, with 23 employees representing 41.8 percent of the Town's workforce.

**EXHIBIT 2I**  
**EMPLOYEES AND CLASSIFICATIONS BY DEPARTMENT/LOCATION**

Department	Employees	Classes	% of Total
Library	4	4	7.3%
Community Development	8	6	14.5%
Marina	6	3	10.9%
Finance	5	5	9.1%
Special Events	2	2	3.6%
Town Manager	1	1	1.8%
Human Resources	2	2	3.6%
Public Works	23	19	41.8%
Town Clerk	2	2	3.6%
Information Technology	1	1	1.8%
Communication & Grants	1	1	1.8%
<b>Total</b>	<b>55</b>	<b>46</b>	<b>100.0%</b>

## 2.6 SUMMARY

The information contained in this chapter identifies features of the overall structure of the compensation system, as well as the administration of it at the individual employee level. Notably, the following was found:

- **Pay Plan** – The Town administers two open-range pay plans, both with consistent range spreads. The midpoint progression does vary fairly significantly between certain pay grades.
- **Salary Distribution** – It was noted that 67.3 percent of the 55 employees have starting salaries that fall below the midpoint. Additionally, the average tenure between the first and second quartiles decreases from 7.8 years in the first quartile to 4.2 years in the second. This may be indicative of a potential area of salary compression between newly hired and tenured employees.

This analysis serves as a starting point for the development of recommendations in this report. These observations were reviewed and considered in more detail throughout the course of the study. Paired with market data, Evergreen was able to make recommendations that will ensure that the compensation system at the Town is structurally sound, competitive with the market, and equitable.



## Chapter 3 - Summary of Employee Outreach

On March 28, 2022, the Evergreen Solutions Team released an employee survey on behalf of the Town of Lake Park. The objective of this survey, which was open for 12 days, was to collect feedback on the strengths and weaknesses of the current compensation and classification plans. As a result, Evergreen received 35 survey responses from employees representing a cross section of departments and classifications as well as management levels.

Additionally, senior manager interviews were held March 9, 2022. The Evergreen team met with 11 department heads and executive-level staff members. These employees were asked to share their concerns with the current compensation and classification structure.

The remainder of this chapter summarizes the comments made by survey and interview participants. It is important to note that the views shared in this summary are not necessarily supported by Evergreen Solutions nor the Town. Evergreen, however, used this information as a basis for further investigation throughout the course of the study. In all instances, Evergreen has removed any information that may identify the commenter.

### 3.1 GENERAL FEEDBACK

Although the major purpose of the survey and interviews was to discuss compensation and classification, the first three questions asked in the survey received feedback related as to why employees initially came to work for the Town, why they remain employed, and what they feel the Town does well for the employees. The most common replies were as follows.

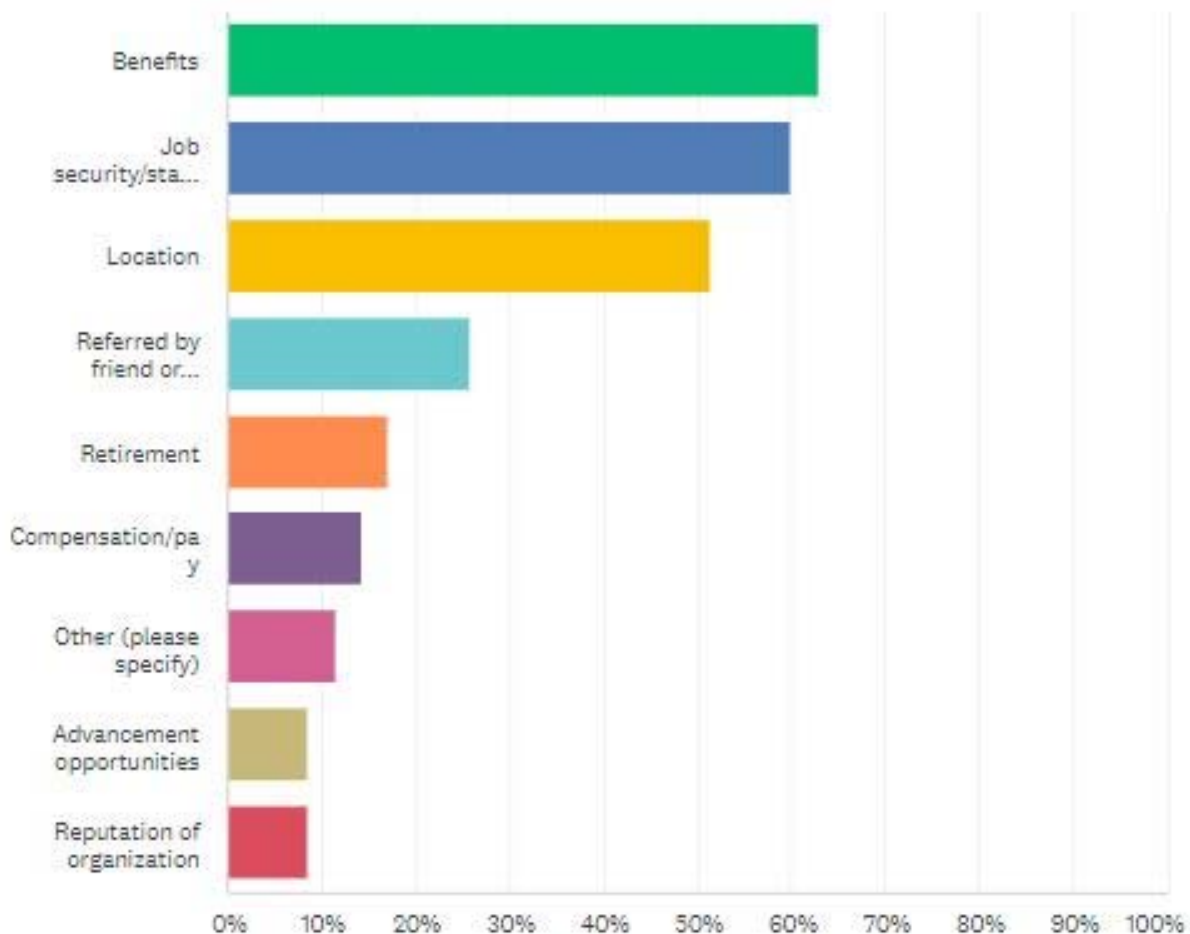
- **Location** – Location was one of the most common survey responses as to why employees started working as well as remaining with the Town.
- **Job Security/Stability** – Job security and stability were another common survey response as to why employees started working and remain employed with the Town. Survey participants commented that the set schedule was also a huge benefit.
- **Work Enjoyment** – Work enjoyment rank as one of the most common responses to why employees remain with the Town. Staff members mentioned that they like the type of work that they perform and often feel like they are making a difference in their community.
- **Benefits** – The benefits offered by the Town was another top response. Employees commented in the survey that they are very appreciative of the generous package offered by the Town.



- **Coworkers** – Another contributing factor to employee retention are the people who work for the Town. Employees stated that they enjoy working with their colleagues and often described the Town as a “family atmosphere.”

**Exhibit 3A** shows the aggregate results factors that helped bring current employees to the County.

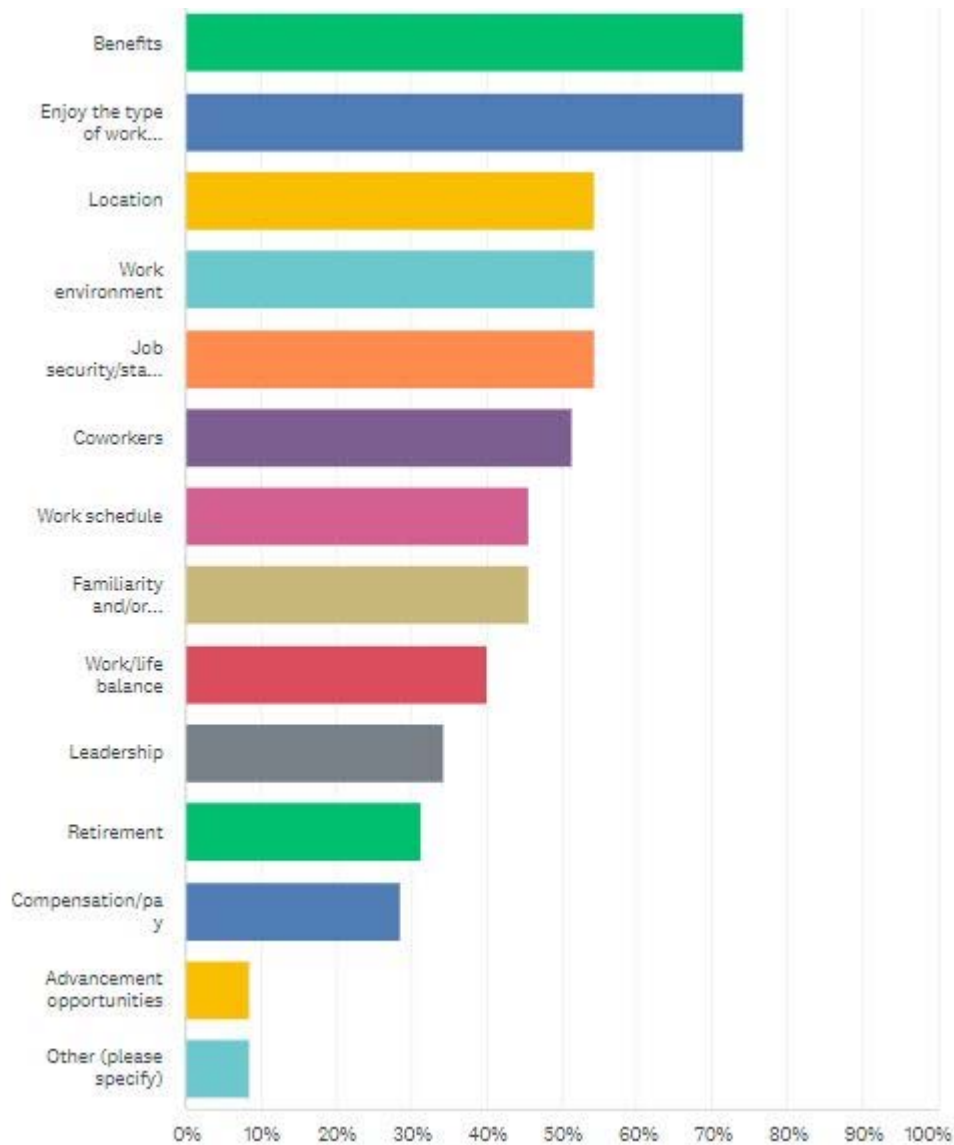
**EXHIBIT 3A  
REASONS FOR APPLYING WITH THE ORGANIZATION**



**Exhibit 3B** shows the aggregate results of factor that have encouraged employees to remain with the County.



### EXHIBIT 3B REASONS FOR REMAINING WITH THE ORGANIZATION



## 3.2 COMPENSATION

Employees were asked about the County's compensation practices, policies, and procedures. The most frequent comments included the following:

- **Familiarity with Compensation System** – Most (37.14 percent) of the survey participants said they were very familiar with the Town's current compensation system.
- **Competitive Salaries** – The majority of survey participants (67.65 percent) felt the Town's salaries are not competitive with other public sector organizations.



- **Raises/Incentive/Paygrade Assignments** – More than half (54.55 percent) of the survey participants stated they feel raises, incentives, and paygrade assignments are not fair/equitable between employees.

### 3.3 CLASSIFICATION

Participants were asked about any classification concerns. Comments shared by employees related to the County's classification structure include:

- **Job Descriptions** – Many survey respondents participants felt like the job descriptions should be updated to better reflect the duties and responsibilities of the various roles.
- **Job Titles** – A few instances were cited where lower-level classifications were performing the same job as higher-levels of the same position. It was also mentioned that some job titles do not fit the actual work performed by the job.

### 3.4 SUMMARY

The employee feedback reported above represents common issues that typically exist in many organizations and not just the Town of Lake Park. Although the feedback reflected above generally highlights concerns and issues, it should be noted that the overall feedback was positive. As with any organization, however, employees perceive weaknesses in certain areas related to the current compensation and classification system. In today's working environment with multiple years of reduced funding and in many cases significantly increased expectations and requirements, employee job descriptions and classifications require consistent timely review and revision to allow the organizations to remain competitive and foster its compensation philosophy.



## Chapter 4 – Salary Survey Summary

This chapter contains a market analysis in which the Town of Lake Park salary ranges are compared to select peer organizations. Market comparisons provide key information regarding an organization's competitive position. It is important to note that the comparison of the Town's salary ranges does not translate well at the individual employee level. This is because a market range simply provides the thresholds within which an employee's salary should be placed, versus providing any information on where specifically in the range an employee's salary should lay. Employee salary placement in the range is typically determined based on a multitude of variables, such as the incumbent's education level, and prior experience.

The salary survey focused on the average salary ranges offered by the market for 45 classifications. This external equity analysis allowed for a comprehensive examination of the Town's compensation structure. Market comparison analysis is best thought of as a snapshot of current conditions and provides the most up-to-date market information available at the time. In other words, market conditions will generally change over time and in some cases will change very quickly. Therefore, a market survey and analysis should be performed at regular intervals to help maintain market competitiveness.

The Town considered several factors when selecting peers for comparison, including the location, size, and socio-economic factors that impact the Town's ability to recruit and retain highly qualified employees. **Exhibit 4A** shows the 16 unique peers from which Evergreen solicited and obtained full or partial general market salary data for their matching classifications.

The Consumer Price Index (CPI), also referred to as the Cost of Living (COL) Index, shown in the chart is a measure reported by the U.S. Bureau of Labor Statistics, which examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food, and medical care. It is calculated by taking price changes for each item in the predetermined basket of goods and averaging them. Changes in the CPI are used to assess price changes associated with the cost of living. Evergreen used the COL Factor (COL Index for the Town divided by the COL Index for the location) to adjust the salaries to be comparable to the salaries paid by the Town.





#### EXHIBIT 4A TARGET MARKET PEERS AND COST OF LIVING FACTORS

Market Peers	Cost of Living Index
Town of Lake Park	115.4
City of Lake Worth	115.4
City of Delray Beach	115.4
Palm Beach Gardens	115.4
City of Rivera Beach	115.4
City of West Palm Beach	115.4
Palm Beach County	115.4
Palm Beach School Board	115.4
Seacoast Utility Authority	115.4
Town of Juno Beach	115.4
Town of Jupiter	115.4
Village of Royal Palm Beach	115.4
Village of Tequesta	115.4
Village of Wellington	115.4
Village of North Palm Beach	115.4
Solid Waste Authority	115.4

From the participating peers, 375 data points were collected for comparative purposes. All salary range data collected were adjusted for cost of living using a national cost of living index factor, which allowed salary dollars from entities outside of the immediate area to more accurately be compared in terms of spending power relative to the Lake Park area.

**Exhibit 4B** provides a summary of the results of the salary survey of all peer organizations.

These data represent base salary only and are composed of the following information:

- **Market Range Minimum, Midpoint, and Maximum.** The survey range minimum indicates the average minimum salary for each classification provided by peer organizations. Survey range midpoint provides the average midpoint of the peer respondents for each classification surveyed. Survey range maximum provides the average maximum of the survey participants for each classification surveyed.
- **Percent Differentials.** The percent differentials are shown for survey market range minimum, midpoint, and maximum. The differentials specify the variance between the Town's current published salary ranges and the market average shown in the exhibit. A positive differential indicates the Town is above market for that classification at the range minimum, midpoint, or maximum. Information is presented on positions that are above average to provide valuable information regarding the Town's competitive edge in the marketplace for those positions. A negative differential indicates the Town is



below market for that classification, indicating that these salaries are not as competitive.

In the final row of the exhibit, the average percent differentials for the range minimum, midpoint and maximum are provided. This is derived by averaging each classification's percent differential.

- **Survey Average Range Spread.** The range spread which provides the average range width for each classification surveyed is the percentage difference between the average minimum and average maximum salaries of the respondents, relative to the minimum. The average range spread for all the surveyed classifications is provided in the final row of the exhibit.
- **Survey Responses.** The number of survey responses for each classification is provided in the final column, and the average number of responses for the classification category is shown at the bottom along with an overall average for all classification categories.
- **Comparability.** Peers are provided a summary of the job duties and responsibilities for each classification as well as the experience, education and certification requirements required for a match. Based on information provided by the peers, Evergreen uses a general 70 percent match criteria for accepting a peer's proposed classification, based on the similarity of duties and responsibilities as well as the educational, experience and credentialing requirements for the classification. When in doubt, peers are contacted for additional information to ensure comparability.



**EXHIBIT 4B**  
**MARKET RESULTS FOR BENCHMARKED POSITIONS**

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
	Average	% Diff	Average	% Diff	Average	% Diff		
Accountant	\$50,512.49	-15.2%	\$66,010.88	-17.7%	\$81,509.27	-19.2%	61.4%	13.0
Accountant Senior	\$58,006.58	-15.5%	\$75,458.22	-17.5%	\$92,909.87	-18.8%	60.2%	10.0
Accounting Technician	\$37,632.59	-6.1%	\$48,793.14	-7.8%	\$59,953.69	-8.9%	59.3%	13.0
Assistant Director – Finance	\$82,846.65	-13.1%	\$105,830.72	-13.3%	\$128,814.79	-13.4%	55.5%	10.0
Assistant Director – Library*	\$98,978.62	-	\$123,723.28	-	\$148,467.94	-	50.0%	1.0
Assistant Town Manger/ Director of Human Resources	\$109,066.71	-2.5%	\$140,709.36	-3.7%	\$172,352.01	-4.4%	58.0%	13.0
Camp Counselor	\$29,399.48	-	\$36,226.28	-	\$43,053.07	-	46.4%	5.0
Code Compliance Officer	\$43,554.33	-7.2%	\$55,853.43	-7.8%	\$68,152.53	-8.2%	56.5%	13.0
Community Development Technician	\$41,586.85	-22.8%	\$53,222.84	-23.2%	\$64,858.82	-23.4%	56.0%	14.0
Deputy Town Clerk	\$55,068.88	-17.1%	\$71,207.44	-18.5%	\$87,346.01	-19.4%	58.6%	9.0
Director - Community Development	\$104,687.18	-7.9%	\$130,244.53	-5.5%	\$155,801.88	-3.8%	48.8%	12.0
Director – Finance	\$106,794.45	-9.9%	\$135,146.51	-9.1%	\$163,498.57	-8.7%	53.1%	15.0
Director - Information Technology	\$106,512.39	-9.6%	\$135,352.26	-9.3%	\$164,192.12	-9.1%	54.2%	13.0
Director – Library*	\$86,384.29	11.3%	\$105,709.90	15.4%	\$125,035.50	18.1%	44.7%	3.0
Director – Marina*	-	-	-	-	-	-	-	0.0
Director - Public Works	\$103,276.20	-6.5%	\$131,998.62	-6.8%	\$160,721.05	-6.9%	55.6%	13.0
Director - Special Events	\$70,648.70	31.2%	\$87,540.11	33.9%	\$104,431.53	35.8%	47.8%	4.0
Dock Attendant*	\$40,632.22	-20.5%	\$51,806.15	-20.5%	\$62,980.08	-20.5%	55.0%	1.0
Dockmaster*	\$45,413.00	-	\$56,770.00	-	\$68,127.00	-	50.0%	1.0
Events Coordinator*	\$54,865.07	-43.2%	\$68,572.42	-41.2%	\$82,279.77	-40.0%	50.0%	7.0
Executive Assistant	\$46,492.99	-13.7%	\$57,902.51	-11.4%	\$69,312.04	-9.8%	49.1%	14.0
Facilities Maintenance Worker I	\$32,814.41	7.6%	\$42,523.43	5.9%	\$52,232.44	4.9%	59.2%	7.0
Facilities Maintenance Worker II	\$41,574.01	-2.6%	\$52,339.76	-1.3%	\$63,105.52	-0.5%	51.8%	4.0
Foreman - General Infrastructure	\$48,865.56	-5.2%	\$64,030.38	-7.9%	\$79,195.21	-9.6%	62.1%	9.0
Foreman - Grounds Maintenance	\$47,913.07	-3.2%	\$62,105.64	-4.9%	\$76,298.21	-5.9%	59.2%	7.0

**EXHIBIT 4B (CONTINUED)**  
**MARKET RESULTS FOR BENCHMARKED POSITIONS**

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
Foreman – Sanitation	\$48,111.10	-3.6%	\$59,162.54	0.0%	\$70,213.99	2.4%	45.9%	5.0
Foreman - Vehicle Maintenance	\$58,903.47	-23.8%	\$74,103.39	-22.4%	\$89,303.32	-21.6%	51.6%	8.0
Grants Writer/Public Information Officer	\$65,054.83	39.2%	\$85,290.99	36.5%	\$105,527.15	34.8%	62.2%	7.0
Groundskeeper, Lead	\$43,801.20	-27.9%	\$54,984.01	-26.4%	\$66,166.83	-25.4%	51.1%	5.0
Groundskeeper	\$30,886.63	-6.7%	\$39,785.79	-7.7%	\$48,684.94	-8.4%	57.6%	11.0
Irrigation Technician	\$37,863.56	-6.7%	\$49,057.41	-8.4%	\$60,251.25	-9.4%	59.1%	11.0
Library Assistant	\$33,296.04	-20.9%	\$42,721.11	-21.5%	\$52,146.18	-21.9%	56.6%	6.0
Maintenance Worker	\$35,424.29	-6.9%	\$45,399.79	-7.4%	\$55,375.30	-7.7%	56.3%	12.0
Manager - Capital Projects	\$71,693.11	1.4%	\$92,474.84	0.2%	\$113,256.57	-0.5%	58.0%	10.0
Marina Maintenance Worker*	-	-	-	-	-	-	-	0.0
Marketing Specialist*	\$49,754.48	-	\$64,923.32	-	\$80,092.15	-	61.0%	3.0
Mechanic	\$44,681.96	-16.5%	\$54,976.49	-13.0%	\$65,271.03	-10.6%	46.1%	13.0
Planner	\$53,345.85	-7.2%	\$70,457.45	-10.7%	\$87,569.05	-12.9%	64.2%	13.0
Public Works Operations Manager	\$65,727.77	-27.9%	\$84,140.70	-28.3%	\$102,553.63	-28.5%	56.0%	10.0
Recreation Supervisor	\$57,452.65	-	\$72,475.15	-	\$87,497.66	-	52.3%	10.0
Sanitation Truck Operator I	\$31,215.90	5.8%	\$41,074.28	2.6%	\$50,932.66	0.7%	63.2%	4.0
Sanitation Truck Operator II	\$41,697.93	-9.6%	\$53,842.41	-10.9%	\$65,986.88	-11.7%	58.2%	3.0
Stormwater Infrastructure Foreman	\$62,170.63	-29.1%	\$77,873.63	-27.3%	\$93,576.63	-26.2%	50.5%	11.0
Stormwater Technician I	\$43,636.58	-27.5%	\$55,460.42	-27.2%	\$67,284.26	-27.0%	54.2%	9.0
Town Clerk	\$78,761.80	20.5%	\$99,788.60	21.1%	\$120,815.39	21.5%	53.4%	13.0
<b>Overall Average</b>		<b>-8.4%</b>		<b>-8.5%</b>		<b>-8.5%</b>	<b>54.9%</b>	<b>8.3</b>
<b>Outliers Removed*</b>		<b>-9.4%</b>		<b>-9.7%</b>		<b>-9.9%</b>		

\*Outliers are defined as benchmarks that possess midpoint differentials of 40% or greater from the Town of Lake Park or received less than four (4) responses. Outliers are removed so that extreme differentials do not skew the average results. Classifications identified as outliers are as follows: Assistant Director – Library, Director – Library, Director – Marina, Dock Attendant, Dockmaster, Events Coordinator, Marina Maintenance Worker, Marketing Specialist, and Sanitation Truck Operator II.

The following subsections discuss the results of the salary survey, based on data provided in Exhibit 4B.

#### **4.1 MARKET MINIMUM**

A starting point of the analysis is to compare the peer average market minimum for each classification to range minimums in the Town. Market minimums are generally considered as a starting wage for employees who meet the minimum qualifications for the classification. Those employees with salaries at or near the range minimums are generally new to the role and have not acquired the skills and experience necessary to be fully proficient in their classification.

Utilizing the data gathered in the salary survey for the benchmarked positions with stated salary ranges, the following conclusions can be reached:

- The Town is on average 9.4 percent below market minimum across all job titles surveyed.
- The surveyed Town position differentials ranged from 39.2 percent ahead of the market minimum in the case of the Grants Writer/Public Information Officer position to 29.1 percent below market minimums for the Stormwater Infrastructure Foreman classification.
- Three (3) positions in the Town were found to be greater than 10.0 percent ahead of market minimum.
  - Director, Special Events – 31.2 percent above;
  - Grants Writer/Public Information Officer – 39.2 percent above; and
  - Town Clerk – 20.5 percent above.
- Thirteen (13) Town positions were 10.0 percent or greater below market minimums:
  - Accountant – 15.2 percent below;
  - Accountant Senior – 15.5 percent below;
  - Assistant Director, Finance – 13.1 percent below;
  - Community Development Technician – 22.8 percent below;
  - Deputy Town Clerk – 17.1 percent below;
  - Executive Assistant – 13.7 percent below;
  - Foreman, Vehicle Maintenance – 23.8 percent below;
  - Lead Groundskeeper – 27.9 percent below;
  - Library Assistant – 20.9 percent below;
  - Mechanic – 16.5 percent below;
  - Public Works Operations Manager – 27.9 percent below;
  - Stormwater Infrastructure Foreman – 29.1 percent below; and
  - Stormwater Technician I – 27.5 percent below.



## 4.2 MARKET MIDPOINTS

This section explores the comparison between the average peer midpoints and Town classification midpoints. Midpoint is frequently considered the point where employees who have achieved full proficiency in their job duties could expect their salaries to be placed. It is considered the best point of comparison for analyzing variance between an organization and their market peers.

Based on the data gathered at the market midpoint of the positions with stated salary ranges, the following can be determined:

- The Town is on average 9.7 percent below market midpoints across all job titles surveyed.
- The surveyed Town position differentials ranged from 36.5 percent ahead of the market midpoint in the case of the Grants Writer/Public Information Officer position to 28.3 percent below market midpoint for the Public Works Operations Manager classification.
- Three (3) positions in the Town were greater than 10.0 percent ahead of market midpoint:
  - Director, Specialist Events – 33.9 percent above;
  - Grants Writer/Public Information Officer – 36.5 percent above; and
  - Town Clerk – 21.1 percent above.
- Fourteen (14) Town positions were 10.0 percent or greater below market midpoints:
  - Accountant – 17.7 percent below;
  - Accountant Senior – 17.5 percent below;
  - Assistant Director, Finance – 13.3 percent below;
  - Community Development Technician – 23.2 percent below;
  - Deputy Town Clerk – 18.5 percent below;
  - Executive Assistant – 11.4 percent below;
  - Foreman, Vehicle Maintenance – 22.4 percent below;
  - Lead Groundskeeper – 26.4 percent below;
  - Library Assistant – 21.5 percent below;
  - Mechanic – 13.0 percent below;
  - Planner – 10.7 percent below;
  - Public Works Operations Manager – 28.3 percent below;
  - Stormwater Infrastructure Foreman – 27.3 percent below; and
  - Stormwater Technician I – 27.2 percent below.





### 4.3 MARKET MAXIMUMS

In this section, Town salary range maximum values are compared to the survey respondents' average maximums. Market maximums are often utilized to attract highly qualified employees or retain experienced individuals in a classification.

When comparing peer market pay grade maximums and maximums for the Town classifications, the following can be determined:

- The Town is on average 9.9 percent below market maximums across all job titles surveyed.
- The surveyed Town position differentials ranged from 35.8 percent ahead of the market maximum in the case of the Director, Special Events position to 28.5 percent below market maximums for the Public Works Operations Manager classification.
- Three (3) Town positions were greater than 10.0 percent ahead of market maximums.
  - Director, Specialist Events – 35.8 percent above;
  - Grants Writer/Public Information Officer – 34.8 percent above; and
  - Town Clerk – 21.5 percent above.
- Thirteen (13) Town positions were 10.0 percent or greater below market maximums:
  - Accountant – 19.2 percent below;
  - Accountant Senior – 18.8 percent below;
  - Assistant Director, Finance – 13.4 percent below;
  - Community Development Technician – 23.4 percent below;
  - Deputy Town Clerk – 19.4 percent below;
  - Foreman, Vehicle Maintenance – 21.6 percent below;
  - Lead Groundskeeper – 25.4 percent below;
  - Library Assistant – 21.9 percent below;
  - Mechanic – 10.6 percent below;
  - Planner – 12.9 percent below;
  - Public Works Operations Manager – 28.5 percent below;
  - Stormwater Infrastructure Foreman – 26.2 percent below; and
  - Stormwater Technician I – 27.0 percent below.

### 4.4 MARKET SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.



The main summary points of the market study are as follows:

- The Town is approximately 9.4 percent below the public-sector market minimum.
- The Town is approximately 9.7 percent below the public-sector market midpoint.
- The Town is approximately 9.9 percent below the public-sector market maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen Solutions. By establishing the Town's market position relative to its peers, Evergreen is better able to propose recommendations that enable the Town to occupy its desired competitive position. Discussion on the recommended changes to the Town's pay plan can be found in **Chapter 5** of this report.



## Chapter 5 - Recommendations

The analysis of the Town's classification and compensation system revealed some areas of opportunity for improvement. Evergreen focused primarily on developing a more competitive pay plan, as well as reviewing and making recommendations to the classification structure. Study recommendations, as well as the findings that led to each, are discussed in this chapter.

### 5.1 CLASSIFICATION SYSTEM

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles and inconsistent titles across departments.

In the analysis of the Town's classification system, Evergreen collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the Town's classifications. In addition, the MIT process provided supervisors an opportunity to provide specific recommendations regarding the pay or classification of positions in their areas. Evergreen reviewed and utilized the data provided in the JATs and MITs as a basis for the classification recommendations below.

#### FINDING

Overall, the classification system utilized by the Town was sound. However, there were a few instances of titles for positions that could be modified.

#### RECOMMENDATION 1: Revise the titles of some classifications to better reflect job duties.

**Exhibit 5A** provides a list of the recommended changes to the classification system. The foundation for these recommendations was the work performed by employees as described in their JATs, best practice in the Human Resources field, or based on conversations with the Town's leadership.



## EXHIBIT 5A PROPOSED CLASSIFICATION CHANGES

Department	Current Classification Title	Proposed Classification Title
Library	Accounting Technician*	Senior Library Assistant

### FINDING

When comparing the Town's current job descriptions to the work described by employees in the JATs, Evergreen noted some tasks that were missing from the current job descriptions. This can happen over a period of time if the descriptions are not reviewed and updated on a regular basis. Some tasks in one classification are often reassigned to another classification. As such, these changes make it necessary that the Town continues to update its job descriptions periodically to ensure each job description accurately reflects the work performed.

**RECOMMENDATION 2:** Revise all job descriptions to include updated classification information provided in the JAT, and review job descriptions annually for accuracy.

The process of reviewing and updating the Town's job descriptions, as well as comments received from employees and supervisors during outreach, revealed that the descriptions may not, in some cases, accurately reflect current work performed. To minimize this becoming a concern again in the future, Evergreen recommends a regular review of these descriptions, including FLSA status determinations.

A review of the employee's assigned job classification (description) should occur at least annually. Review of the FLSA determination for exempt or non-exempt status as well as other aspects of the job, (such as physical requirements required to perform essential functions) will also ensure consistent, continuous compliance with the Americans with Disabilities Act (ADA) protection. At the time of this report, Evergreen was in the process of revising the job descriptions for all classifications. The descriptions will be provided to the Town under separate cover.

## 5.2 COMPENSATION SYSTEM

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the Town's pay ranges for its classifications were compared to the average of the identified market. Details regarding the external market assessment were provided in **Chapter 4** of this report.

During the internal equity assessment, consideration of the relationships between positions and the type of work being performed by the Town employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the classifications that quantified the classification's level of five separate compensatory factors (leadership, working conditions, complexity, decision-making, and relationships). The level for each factor was determined



based on responses to the JAT. The results of both analyses were utilized when developing the recommendations below.

## FINDING

The Town's salary ranges were overall found to be behind the market at the minimum, midpoint, and maximum. Implementing a new competitive pay structure (pay plan) would provide the Town with an improved ability to attract, hire and retain employees.

**RECOMMENDATION 3:** Update the current open range plan; slot all classifications into the plan based on external and internal equity; and transition employees' salaries into the revised plan.

**Exhibit 5B** shows an overview of the updated pay plan. As can be seen, the plan includes 18 pay grades with consistent range spreads of 60 percent for each grade.

### EXHIBIT 5B PROPOSED PAY PLAN

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum	Range Spread	Grade Progression
10	\$32,100.00	\$41,730.00	\$51,360.00	60%	-
20	\$34,347.00	\$44,651.10	\$54,955.20	60%	7.0%
30	\$36,751.29	\$47,776.68	\$58,802.06	60%	7.0%
40	\$39,323.88	\$51,121.04	\$62,918.21	60%	7.0%
50	\$42,076.55	\$54,699.52	\$67,322.48	60%	7.0%
60	\$45,021.91	\$58,528.48	\$72,035.06	60%	7.0%
70	\$48,173.44	\$62,625.48	\$77,077.51	60%	7.0%
80	\$51,545.59	\$67,009.26	\$82,472.94	60%	7.0%
90	\$55,153.78	\$71,699.91	\$88,246.04	60%	7.0%
100	\$59,014.54	\$76,718.90	\$94,423.27	60%	7.0%
110	\$64,915.99	\$84,390.79	\$103,865.59	60%	10.0%
120	\$71,407.59	\$92,829.87	\$114,252.15	60%	10.0%
130	\$78,548.35	\$102,112.86	\$125,677.37	60%	10.0%
140	\$86,403.19	\$112,324.15	\$138,245.10	60%	10.0%
150	\$95,043.51	\$123,556.56	\$152,069.61	60%	10.0%
160	\$104,547.86	\$135,912.22	\$167,276.57	60%	10.0%
170	\$115,002.64	\$149,503.44	\$184,004.23	60%	10.0%
180	\$126,502.91	\$164,453.78	\$202,404.65	60%	10.0%



Evergreen then slotted each proposed classification into the appropriate pay range in the pay plan. Both internal and external equity were analyzed when slotting the classifications. Assigning pay grades to classifications requires a balance of internal equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' grade assignments varied from their associated market range due to the other factors mentioned above. **Exhibit 5C** shows the proposed pay grades for all classifications in both plans.

### EXHIBIT 5C PROPOSED PAY GRADES

Pay Grade	Classification Title
10	Camp Counselor
	Library Assistant
	Library Assistant - Children's
20	Groundskeeper
30	Custodian
	Sanitation Truck Operator Trainee
40	Community Development Technician
	Dock Attendant
	Lead Groundskeeper
	Maintenance Worker
	Sanitation Truck Operator I
	Stormwater Technician I
50	Accounting Technician
	Events Coordinator
	Facilities Maintenance Worker I
	Information Technology Library Assistant*
	Irrigation Technician
	Records Technician*
	Senior Library Assistant
60	Mechanic
	Sanitation Truck Operator II
	Stormwater Technician II
70	Code Compliance Officer
	Executive Assistant
	Facilities Maintenance Worker II
	Marina Maintenance Worker II
80	Accountant
	Librarian
	Recreation Supervisor



### EXHIBIT 5C (CONTINUED) PROPOSED PAY GRADES

Pay Grade	Classification Title
90	Deputy Town Clerk
	Foreman - General Infrastructure
	Foreman - Grounds Maintenance
	Marketing Specialist
	Sanitation Foreman
	Stormwater Infrastructure Foreman
	Vehicle Maintenance Foreman
100	Accountant, Senior
	Network Technician*
	Operations Manager
	Planner
110	Dockmaster
120	
130	Assistant Director - Library
140	Assistant Director - Finance
	Manager - Capital Projects
150	
160	
170	Director - Community Development
	Director - Finance
	Director - Information Technology
	Director - Library
	Director - Marina
	Director - Public Works
	Director - Special Events
	Grant Writer/Chief Public Information Officer
	Town Clerk
180	Assistant Town Manager/Director - Human Resources

\*New position; pending FY24 budget approval

After assigning pay grades to classifications, the next step was to develop appropriate methods (options) for transitioning employees' salaries into the proposed plans. This was done utilizing equitable methods (options) for calculating salaries in the plans and determining whether adjustments were necessary to individual salaries to bring them to their calculated salary. Evergreen calculated several implementation scenarios, described below.

#### Bring to New Minimum

A calculation is performed so that each employee's salary is adjusted to the minimum of their classification's proposed pay grade. If their salary is already within the proposed pay range, no adjustment is made.





### **Class Year Parity**

This option is intended to re-align an employee's salary within their recommended range based on how long they have worked in their current classification. This is done on the basis of 30-year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, while an employee with 30 or more years would be at the maximum.

### **Hire Year Parity**

This option aims to re-align an employee's salary within their recommended range based on how long they have worked with the Town overall. This is done on the basis of 30 year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum.

### **Hybrid Year Parity**

A calculation that places employees into their newly recommended ranges based on a hybrid between their time spent in their current classification title and total time with the organization.

### **Hybrid Year Parity Capped at 15 Percent**

A calculation that places employees into their newly recommended ranges based on a hybrid between their time spent in their current classification title and total time with the organization. A cap is then placed on the salary so that no employee whose salary currently falls within the recommend pay grade receives more than a 15 percent adjustment to their existing hourly rate.

### **Current Range Penetration**

A calculation is performed to determine the percentage through the current range an employee's salary falls. The employee's recommended salary calculation will place them at the same percentage through the proposed range. For example, if an individual is 40 percent through their current range, they are brought to 40 percent through the recommended range.

### **Current Range Penetration Capped at 20 Percent**

A calculation is performed to determine the percentage through the current range an employee's salary falls. The employee's recommended salary calculation will place them at the same percentage through the proposed range or at a rate no more than a 20 percent increase to their current hourly rate.

### **Compa Ratio**

A calculation is performed to evaluate an employee's current ratio to their grade midpoint. The ratio is then applied to place employees into their new range at the same ratio vs. the midpoint. For example employees who are at the midpoint now (100% compa ratio) would be place at their new range midpoint.



### Discounted Compa Ratio

The same calculation for Compa Ratio is initially performed. A percentage discount is then applied to the individual adjustment as a cost-saving method.

As seen in **Exhibit 5D**, utilizing these approaches would call for adjustments for anywhere between 24 to 53 employees with implementation (salary only) costs ranging from \$196,538.14 to \$793,966.42.

**EXHIBIT 5D  
IMPLEMENTATION COSTS**

Implementation Option	Total Implementation Cost	# Employees Receiving Adjustments	Average Salary Adjustment	Average Percentage Adjustment
Bring to New Minimum	\$196,538.14	24	\$8,189.09	11.7%
Class Year Parity	\$414,761.18	36	\$11,521.14	20.8%
Hire Year Parity	\$604,758.01	43	\$14,064.14	20.5%
Current Range Penetration	\$788,959.51	53	\$14,886.03	22.1%
Current Range Penetration Capped at 20%	\$644,450.99	53	\$12,159.45	19.5%
Hybrid Year	\$517,033.14	42	\$12,310.31	14.7%
Compa Ratio	\$793,966.42	52	\$15,268.59	22.7%
Discounted Compa Ratio	\$683,092.29	52	\$13,136.39	19.4%
Hybrid Year Capped at 15%	\$347,252.58	42	\$8,267.92	11.2%

### **5.3 SYSTEM ADMINISTRATION**

The Town's compensation system will continue to require periodic maintenance. The recommendations provided to improve the competitiveness of the plan were developed based on conditions at the time the data were collected. Without proper upkeep, the potential for recruitment and retention issues may increase as the compensation system becomes dated and less competitive.

**RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues, and make changes to pay grade assignments if necessary.**

While it is unlikely that the pay structure (plan) in total will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If the Town is experiencing difficulty high turnover or challenges with recruiting one or more classifications, the Town should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).



**RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years, subject to budget constraints and as market conditions are warranted.**

Small-scale salary surveys can improve the market position of specific classifications, but it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the Town in less than desirable position for recruiting and retaining quality employees.

**RECOMMENDATION 6: Review and revise, as appropriate, existing pay practice guidelines including those for determining salaries of newly hired employees, progressing employee salaries through the pay plans and determining pay increases for employees who have been promoted to a different classification.**

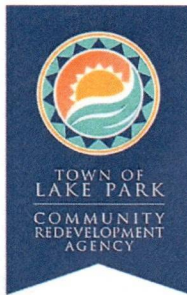
The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the Town to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees.

There are several common methods for salary progression including cost of living adjustments (COLA)/across the board and performance-based. It is recommended that the Town evaluate, annually, whether a COLA needs to be applied (to both the pay plan and employees' salaries) to keep up with cost of living. It is also recommended that the Town continuously evaluate its practices to progress employees' salaries, and if necessary, make improvements to preserve equitable pay practices, particularly in the administration of the employee performance evaluation process.

## **5.4 SUMMARY**

The recommendations in this chapter provide an update to the compensation and classification system for the Town's employees. Upon implementation, the Town's competitiveness in the labor market will be improved and it will have a responsive compensation system for several years to come. While the upkeep of this will require work, the Town will find that having a highly competitive compensation system that enhances strong recruitment and employee retention is well worth this commitment.

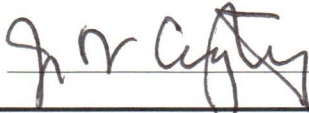




## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** August 16, 2023  
**Originating Department:** Finance  
**Agenda Title:** Discussion of the Fiscal Year 2023/2024 Draft Budget

**Approved by Town Manager:**  **Date:** 8-15-23

**Cost of Item:** N/A **Funding Source:** Various  
**Account Number:** Various **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall  
DN: cn=Jeffrey P. Duvall, o=cc, email=jduvall@lakeparkflorida.gov, c=US  
Date: 2023.08.15 17:03:02 -0400

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

**Attachments:** Draft 2023/2024 Town of Lake Park Budget

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

#### Summary Explanation/Background:

The attached Draft Line Item Budget has been presented for discussion purposes. All information presented to the Commission is available to the public on the Town's website, and will continue to be updated through the conclusion of the budget process.

#### Recommended Motion:



**TOWN OF LAKE PARK  
DRAFT BUDGETS  
ALL FUNDS 2023/24**

# Town of Lake Park Schedule of AdValorem Millage Rates

Item 11.

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

MILLAGE RATE OF 5.1870			
1,030,446,001	2023/24 Taxable Value		
1000			
5.1870	Millage		
95%			
5,077,677			
(1,338,794)	1,338,794	CRA	
3,738,883	3,738,883	General Fund	

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

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

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

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

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

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

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

Decrease in Revenue			
Millage Rate	General Fund	CRA	
5.3474	-	-	
5.3250	18,459	3,469	
5.3000	39,060	7,341	
5.2000	121,467	22,827	
5.1870	132,180	24,840	
5.1000	203,873	38,313	
5.0000	286,279	53,799	
4.9000	368,686	69,285	
4.7702	475,649	89,386	
(Rolled Back Rate)			

**TOWN OF LAKE PARK - ANNUAL BUDGET**  
**GENERAL FUND REVENUE & EXPENSE RECAP**  
**FISCAL YEAR 2023-2024**

<b>FUND</b>	<b>001</b>	<b>FUNCTION</b>				
		<b>ACTIVITY</b>				
<b>GF Budget Summary</b>			Approved Budget 2019-2020	Approved Budget 2020-2021	Approved Budget 2021-2022	Proposed Budget 2023-2024
001	Revenue		8,970,345	9,703,864	10,480,281	13,630,593
100	Town Commission		123,798	125,112	151,544	190,043
104	Town Manager		373,698	459,514	335,098	323,617
105	Human Resources		215,686	254,798	265,751	326,469
106	Town Clerk		199,202	222,103	267,401	394,680
108	Town Attorney		161,000	161,000	160,000	188,000
109	Communication & Grants				208,536	375,604
110	Information Technology		200,045	220,189	232,478	484,857
150	Finance and Accounting		506,515	563,941	593,881	688,060
200	Law Enforcement		3,136,251	3,122,501	3,191,247	3,504,215
250	Emergency Management		1,000	1,000	250	2,226
400	Public Works Administration		179,023	366,048	448,524	524,187
406	Public Works - Grounds		397,932	422,634	417,317	649,956
408	Public Works - Facilities		311,552	357,113	357,238	471,307
410	Public Works - Vehicle Maintenance		187,824	268,697	273,449	343,804
500	Community Development		673,281	706,060	837,726	878,154
600	Special Events		274,484	336,746	414,712	609,122
700	Library		383,986	328,391	452,575	629,666
900	Non-Departmental		1,645,068	1,788,017	1,872,554	3,046,626
Total Expenses			8,970,345	9,703,864	10,480,281	13,630,593
Surplus (Deficit)			-	-	-	-

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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **GENERAL FUND REVENUE**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Town of Lake Park  
Print Itemized Budgets

Rept:131 - Itemized Budget For Year 2024 Version 1  
REV 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-311.100	Ad Valorem Taxes	3,276,797.71	3,478,660.00	3,455,654.17	3,738,883.00	
001-311.110	Ad Valorem Taxes - CRA	959,790.00	1,131,188.00	1,162,739.00	1,338,794.00	
001-311.120	Delinquent Taxes	2,506.23-	4,000.00	1,098.33	2,000.00	
001-314.100	Utility Tax - Electric	845,216.02	823,000.00	585,698.13	950,000.00	
001-314.300	Utility Tax - Water	239,322.45	225,000.00	195,349.68	268,000.00	
001-314.400	Utility Tax - Gas	50,999.88	47,000.00	39,895.41	55,000.00	
001-315.100	Communications Service Tax	269,187.75	270,000.00	190,047.77	284,000.00	
001-316.100	Business Tax Receipts	336,848.92	340,000.00	366,298.63	340,000.00	
	1 Business Tax Receipts (New, Renewals and Transfers)				340,000.00	
001-316.110	Zoning Determination Letter Request	1,250.00	1,000.00	875.00	1,000.00	
	1 Zoning Determination Letter Requests				1,000.00	
001-316.120	Bus Tax Zoning Confirmation Fee	19,827.50	20,000.00	16,850.00	20,000.00	
	1 Bus Tax Zoning Certificate				20,000.00	
001-316.130	Out of Town Business Reg/Decal	0.00	0.00	25.00	0.00	
	1 Out of Town				0.00	
001-322.100	Building Permits w/Min. Surcharge	24,060.00	10,000.00	4,080.00	10,000.00	
	1 BPs Minimum Value (up to \$2,499) - retain 30% revenue				10,000.00	
001-322.101	Building Permits-250K-1M	2,639,626.01	200,000.00	73,022.86	100,000.00	
	1 RENAME: BPs \$250K and OVER (retain 50% revenue)				100,000.00	
001-322.110	Building Permits Other	277,686.88	75,000.00	83,063.68	100,000.00	
	1 BPs Other (\$2,500 to \$249,999)				100,000.00	
001-322.111	Administrative Fees-Bldg Permits	15,555.00	4,000.00	4,850.00	4,000.00	
	1 Administrative Fees-Bldg Permits (retain 30% revenue)				4,000.00	
001-322.115	Bldg Permit Appl-Zoning/PW Review	600.00	500.00	300.00	500.00	
	1 BPs for Zoning/PW Review Only				500.00	
001-322.300	Building Code Education Fund	7,389.74	700.00	558.82	0.00	
001-322.500	Special Event Permit - Appl. Fee	2,200.00	1,500.00	1,400.00	1,500.00	
	1 Special Event Permits				1,500.00	
001-322.900	Cost Recovery	58,187.90	60,000.00	48,453.97	50,000.00	

Rept:131 - Itemized Budget For Year 2024 Version 1  
REV 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Cost Recovery for Projects (Used to Pay Invoices)				50,000.00	
001-323.100	Franchise Fees - Electric	639,584.41	600,000.00	372,855.84	650,000.00	
001-323.400	Franchise Fees - Gas	12,745.52	10,000.00	4,474.29	8,000.00	
001-323.700	Franchise Fees - Solid Waste	71,505.51	40,000.00	80,247.56	100,000.00	
001-329.100	Alarm Permits	12,800.00	14,000.00	7,800.00	12,000.00	
001-329.110	Reinspect/Reinstmnt Fees	7,500.00	2,500.00	3,187.50	2,500.00	
	1 BPs Reinspect/Reinstmnt Fees				2,500.00	
001-329.152	Penalty-Bldg Permits	5,200.00	6,000.00	7,700.00	7,000.00	
	1 Penalties/Fines on BPs (work without permits)				7,000.00	
001-329.153	Penalty - Surcharges	145.00	150.00	210.50	175.00	
	1 Penalties/Fines Surcharges (charged at 2.5%)				175.00	
001-329.200	Signage Permits	7,000.00	6,000.00	9,250.00	7,000.00	
	1 Signage Permits				7,000.00	
001-329.225	Rental Property Annual Inspections	5,111.06	6,000.00	4,632.55	6,000.00	
	1 RENAME: BTRs Inspections				6,000.00	
001-331.100	American Rescue Plan Funds	2,051,788.20	599,684.00	485,596.97	693,500.00	
	1 Town Code Review and Rewrite				600,000.00	
	2 Centennial Celebration Event				93,500.00	
001-331.500	FEMA/State Hurricane Relief	239.23	0.00	5,824.49	0.00	
001-331.550	Covid Relief	53,982.10	0.00	0.00	0.00	
001-334.700	Grant - State Aid to Libraries	7,873.00	8,000.00	7,281.00	7,500.00	
001-334.710	State Grant - Technology	6,174.00	0.00	0.00	0.00	
001-335.120	State Revenue Sharing	342,811.69	290,000.00	194,126.05	370,000.00	
001-335.150	Alcoholic Beverage Licenses	9,783.56	10,000.00	8,441.09	10,000.00	
001-335.180	Half Cent Sales Tax	908,170.51	890,000.00	646,911.48	954,000.00	
001-335.190	Motor Fuel Tax Refund	4,906.20	4,400.00	1,122.14	3,000.00	
001-338.110	Business Tax - County	21,376.85	20,000.00	7,410.17	20,000.00	
001-341.500	Tax Search	42,050.00	30,000.00	21,209.00	20,000.00	
001-341.900	Copy Charges / Tax Searches	13.00	250.00	0.00	0.00	
001-341.905	Admin Cost - Public Records Request	201.51	0.00	0.00	0.00	
001-342.510	Plan Review Fees Code Sec 33-7	28,200.00	25,000.00	41,460.00	26,000.00	
001-342.520	Bank Registration Fees	150.00	0.00	600.00	100.00	

Rept:131 - Itemized Budget For Year 2024 Version 1  
REV 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-344.300	Advertising - Bus Shelters	2,790.00	2,700.00	2,325.00	2,800.00	
001-347.100	Library Copies	275.85	250.00	770.08	300.00	
001-347.200	Recreation - Summer Camp Fees	1,600.00	12,000.00	3,020.00	3,000.00	
001-347.210	Recreation - Miscellaneous	0.00	0.00	300.00	0.00	
001-347.220	Recreation - Tennis Program	8,000.00	19,200.00	0.00	0.00	
001-347.500	Recreation - Facilities Rental	1,925.00	5,000.00	7,320.00	8,000.00	
001-347.905	Recreation - Security	660.00	500.00	2,595.00	3,000.00	
001-347.915	Recreation Program Fees	206.60	0.00	0.00	0.00	
001-347.916	Recreation Vendor Fees	1,573.50	1,400.00	1,529.90	1,600.00	
001-349.100	Service Charge - Dishonored Checks	180.00	200.00	55.00	100.00	
001-351.100	Fines & Forfeitures	23,241.72	22,000.00	10,215.57	15,000.00	
001-352.100	Fines - Library	147.55	200.00	473.15	0.00	
001-354.100	Fines - Code Violations	86,584.06	90,000.00	105,826.42	85,000.00	
	1 Fines - Code Violations				85,000.00	
001-354.105	Fines - Alarm Violations	4,250.00	4,500.00	3,225.00	4,500.00	
001-354.110	Code Violations - Admin Cost	15,294.23	14,000.00	17,380.74	14,000.00	
	1 Code Violations - Administrative Costs				14,000.00	
001-354.135	Parking Violations - Code	1,400.00	2,000.00	1,775.00	2,000.00	
	1 Code Citations				2,000.00	
001-354.210	Code Violations - CIB Fund	21,773.06	18,000.00	26,456.61	22,000.00	
	1 CBIF (Fund from Code Fines)				22,000.00	
001-361.100	Interest Earnings	49,760.07	20,000.00	217,180.04	250,000.00	
001-361.110	Interest Earnings - Tax Collector	271.71	500.00	2,872.04	0.00	
001-361.130	Interest on Assessments	45,810.05	15,000.00	2,669.67	10,000.00	
	1 RENAME: Interest on Code Fines				10,000.00	
001-361.200	Filing Fees	713.10	500.00	481.55	500.00	
001-361.400	Gain or Loss on Sale of Investments	0.00	0.00	84,761.09	0.00	
001-362.100	Rent - P.B.C. Sheriff	130.00	120.00	110.00	120.00	
001-362.121	RENT - CELL TOWER	58,766.11	57,000.00	62,587.64	72,000.00	
001-362.200	Rent - Dunkin Donuts Lot	9,577.43	9,800.00	8,779.31	9,800.00	
	1 Annual Rent due Sept 2023				9,800.00	
001-363.120	Service Charges-Code Violation	0.00	2,000.00	1,198.82	1,500.00	
001-364.100	Sale of Surplus Property	4,678.01	1,500.00	0.00	0.00	

Rept:131 - Itemized Budget For Year 2024 Version 1  
REV 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-365.100	Sale of Scrap Material	927.00	500.00	506.60	500.00	
001-366.150	Donations - Summer Camp	0.00	2,500.00	0.00	0.00	
001-366.713	Grant - FMIT Safety	874.00	4,000.00	0.00	4,000.00	
	1 FMIT Grant				4,000.00	
001-369.100	Miscellaneous Revenue	28,982.12	2,000.00	10,045.48	5,000.00	
001-369.130	Seacoast Util. Brd Adv Compensation	3,600.00	3,600.00	3,000.00	3,600.00	
001-369.320	Reimbursement - PBSO Fuel	429.11	1,500.00	150.09	500.00	
001-381.110	Transfer from CRA Fund - ILA 2008	168,780.00	168,690.00	154,632.50	168,597.00	
001-381.130	Transfer from CRA Fund - ILA 2009	7,609.08	54,793.00	50,226.88	0.00	
001-381.401	Transfer from Marina	10,000.00	10,000.00	10,000.00	985,665.00	
	1 Johnson Controls				10,000.00	
	2 Partial Repayment of Due From Marina				975,665.00	
001-381.404	Transfer from Sanitation	0.00	31,436.00	31,436.00	31,436.00	
	1 Repayment for New Sanitation Collection Bins				31,436.00	
001-382.110	Indirect Cost Allocation	539,207.52	354,157.00	232,977.25	386,903.00	
	1 Indirect Cost Allocation				386,903.00	
001-382.190	Indirect Cost Allocation	112,443.12	113,673.00	104,200.25	125,338.00	
001-382.401	Indirect Cost Allocation	337,329.12	397,854.00	364,699.50	438,684.00	
001-382.402	Indirect Cost Allocation	168,664.56	227,345.00	208,399.62	250,676.00	
001-382.404	Indirect Cost Allocation	505,993.80	511,527.00	468,899.75	564,022.00	
001-389.600	Donations - 100 Year Celebration	0.00	0.00	24,967.00	0.00	
001-389.700	Donations - Library	5,351.61	100.00	107.37	0.00	
001-399.999	Balance Brought Forward	0.00	428,839.00	0.00	0.00	
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	TOTAL REVENUES	15,491,149.97	11,864,416.00	10,368,757.00	13,630,593.00	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**TOWN COMMISSION - 100**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:107 - Itemized Budget For Year 2024 Version 1  
TOWN COMMISSION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-511-100-11000	Executive Salaries	47,753.56	47,536.00	35,286.97	47,536.00	
	1 Mayor				10,000.00	
	2 Commissioners				37,536.00	
001-51-511-100-21000	FICA	5,472.46	5,717.00	4,067.42	5,447.00	
	1 Mayor				765.00	
	2 Commissioners				2,872.00	
	3 Opt-Out Payments				1,810.00	
001-51-511-100-23150	Opt-Out Payment	23,837.00	27,180.00	17,927.00	23,640.00	
	1 Mayor				4,728.00	
	2 Commissioners				18,912.00	
001-51-511-100-23200	Insurance - Dental	405.72	406.00	101.43	0.00	
001-51-511-100-23300	Insurance - Life	0.00	0.00	58.33	90.00	
	1 Mayor				24.00	
	2 Commissioners				66.00	
001-51-511-100-23400	Insurance - Vision	110.16	110.00	50.49	55.00	
	2 Commissioners				55.00	
001-51-511-100-23500	Disability	0.00	0.00	180.89	265.00	
	1 Mayor				53.00	
	2 Commissioners				212.00	
001-51-511-100-24000	Worker's Compensation Insurance	143.65	139.00	127.38	58.00	
	1 Worker's Compensation Insurance				58.00	
	TOTAL PERSONNEL EXPENSES	77,722.55-	81,088.00-	57,799.91-	77,091.00-	
001-51-511-100-34000	Contractual Services	46,410.00	42,000.00	31,500.00	42,000.00	



Rept:107 - Itemized Budget For Year 2024 Version 1  
TOWN COMMISSION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-51-511-100-40000	Travel & Training	21,879.41	21,960.00	17,992.51	28,727.00	
	1 Business Development Board of PBC Gala				1,000.00	
	2 FLC Annual Conference (August)				4,920.00	
	3 FLC IEMO Training				1,000.00	
	4 FLC Legislative Action Days Tallahassee (February)				4,600.00	
	5 FLC Legislative Annual Conference (November)				3,800.00	
	6 FLC Legislative Policy Committee Meeting (Sept.)				2,265.00	
	7 FLC Legislative Policy Committee Meeting (October)				2,265.00	
	8 Florida League of Mayors Regional Meeting				230.00	
	9 Homeless Coalition of PBC Awards Luncheon (Oct.)				125.00	
	10 Homeless Coalition of PBC Mayor's Ball (April)				1,100.00	
	11 Operation Hope Annual Banquet (June)				700.00	
	12 PB North Chamber Business Before or After Hours				600.00	
	13 PBC League of Cities District 1 Luncheon				480.00	
	14 PBC League of Cities Annual Instillation Banquet (May)				900.00	
	15 PBC League of Cities Palm Beach County Days (March)				2,550.00	
	16 Safe Streets Summit (Feb.)				1,736.00	
	17 Treasure Coast Regional Planning Council Monthly Meetings				456.00	
001-51-511-100-41100	Telephone	1,302.80	1,200.00	856.47	1,200.00	
001-51-511-100-41200	Postage & Shipping	121.55	100.00	28.42	5,500.00	
	1 Operating Expense				100.00	
	2 Promotional Initiatives				5,400.00	
001-51-511-100-47000	Printing	0.00	250.00	0.00	100.00	
001-51-511-100-48000	Promotional Activity	754.63	100.00	58.79	325.00	
	1 Diversity Promotion and Inclusion				325.00	
001-51-511-100-48001	Town of Lake Park Grants	0.00	10,000.00	14,126.17	25,000.00	
001-51-511-100-49400	Uniforms & Clothing	232.97	1,000.00	665.30	850.00	
001-51-511-100-51000	Office Supplies	32.64	250.00	32.65	250.00	
001-51-511-100-54200	Memberships, Dues, & Subscriptions	8,683.00	8,593.00	9,074.00	9,000.00	
	1 Florida League of Cities				1,365.00	
	2 Florida League of Mayors				375.00	
	3 National League of Cities				1,240.00	
	4 Palm Beach County League of Cities				5,270.00	
	5 Palm Beach North Chamber of Commerce				750.00	

Rept:107 - Itemized Budget For Year 2024 Version 1  
TOWN COMMISSION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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	TOTAL OPERATING EXPENSES	79,417.00-	85,453.00-	74,334.31-	112,952.00-	
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	TOTAL DEPT EXPENDITURES	157,139.55-	166,541.00-	132,134.22-	190,043.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**TOWN MANAGER - 104**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:108 - Itemized Budget For Year 2024 Version 1  
TOWN MANAGER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-512-104-11000	Executive Salaries	140,543.28	140,000.00	110,388.40	140,000.00	
	1 Town Manager				140,000.00	
001-51-512-104-12000	Regular Salaries	67,154.80	58,115.00	49,569.43	65,447.00	
	1 Executive Assistant				65,447.00	
001-51-512-104-14000	Overtime Salaries	357.28	800.00	0.00	800.00	
	1 Overtime Salaries				800.00	
001-51-512-104-15000	Special Pay	6,050.00	6,000.00	4,750.00	6,000.00	
	1 Town Manager Car Allowance				6,000.00	
001-51-512-104-21000	FICA	15,125.18	15,676.00	11,670.34	16,237.00	
	1 Town Manager				10,710.00	
	2 Executive Assistant				5,007.00	
	3 Overtime Salaries				61.00	
	4 Town Manager Car Allowance				459.00	
001-51-512-104-22000	Retirement	22,630.80	21,919.00	17,515.85	22,469.00	
	1 Town Manager				17,500.00	
	2 Executive Assistant				4,909.00	
	3 Overtime Salaries				60.00	
001-51-512-104-22100	Town Retirement Matching	3,375.61	2,946.00	2,478.47	3,312.00	
	1 Executive Assistant				3,272.00	
	2 Overtime Salaries				40.00	
001-51-512-104-23100	Health Insurance	31,108.20	30,753.00	28,172.03	41,226.00	
	1 Town Manager				21,503.00	
	2 Executive Assistant				19,723.00	
001-51-512-104-23200	Insurance - Dental	811.44	812.00	608.58	812.00	
	1 Town Manager				406.00	
	2 Executive Assistant				406.00	
001-51-512-104-23300	Insurance - Life	835.20	835.00	507.06	676.00	

Rept:108 - Itemized Budget For Year 2024 Version 1  
TOWN MANAGER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Town Manager				554.00	
	2 Executive Assistant				122.00	
001-51-512-104-23400	Insurance - Vision	105.57	110.00	82.62	110.00	
	1 Town Manager				55.00	
	2 Executive Assistant				55.00	
001-51-512-104-23500	Disability	1,411.20	1,412.00	652.05	869.00	
	1 Town Manager				536.00	
	2 Executive Assistant				333.00	
001-51-512-104-24000	Worker's Compensation Insurance	222.25	212.00	194.37	249.00	
	1 Worker's Compensation Insurance				249.00	
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	TOTAL PERSONNEL EXPENSES	289,730.81-	279,590.00-	226,589.20-	298,207.00-	
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001-51-512-104-31000	Professional Services	29,030.11	0.00	0.00	0.00	
001-51-512-104-34000	Contractual Services	4,788.00	0.00	3,500.00	0.00	
001-51-512-104-40000	Travel & Training	919.87	5,320.00	5,111.14	8,875.00	
	1 FCCMA Annual Conference				1,540.00	
	2 FCCMA Fall Symposium				450.00	
	3 FCCMA Winter Institute				820.00	
	4 FLC Annual Conference				1,640.00	
	5 FLC Legislative Action Days (Tallahassee)				1,550.00	
	6 FLC Legislative Policy Committee Meeting				580.00	
	7 PBC Days (Tallahassee)				900.00	
	8 Palm Beach North Chamber Business Before or After Hours				160.00	
	9 PBC League of Cities District I Luncheon (Monthly)				240.00	
	10 Palm Beach North Chamber Valor and Community Service Awards				185.00	
	11 Safe Streets Summit				810.00	
001-51-512-104-41100	Telephone	3,222.00	400.00	2,463.50	2,600.00	
001-51-512-104-41200	Postage & Shipping	538.11	8,305.00	7,885.87	600.00	

Town of Lake Park  
Print Itemized Budgets

Rept:108 - Itemized Budget For Year 2024 Version 1  
TOWN MANAGER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Regular Postage				600.00	
001-51-512-104-47000	Printing	69.00	200.00	0.00	200.00	
001-51-512-104-48000	Promotional Activity	9,210.31	5,620.00	4,960.92	8,000.00	
	1 Advertising				1,000.00	
	2 Publix Gift Cards for Staff				6,400.00	
	3 Property of the Month Gift Cards				600.00	
001-51-512-104-48001	TOWN OF LAKE PARK GRANTS	15,000.00	0.00	0.00	0.00	
001-51-512-104-48002	Lake Park Air Purifiers Grant	2,122.62	0.00	0.00	0.00	
001-51-512-104-49400	Uniforms & Clothing	300.00	300.00	6.97-	300.00	
	1 Uniforms				300.00	
001-51-512-104-51000	Office Supplies	1,249.61	500.00	3,666.44	800.00	
001-51-512-104-52100	Gasoline & Diesel Fuel	352.70	300.00	214.37	300.00	
001-51-512-104-54200	Memberships, Dues, & Subscription	13,174.90	3,810.00	3,644.00	3,735.00	
	1 Business Development Board of PBC				2,000.00	
	2 Florida City/County Management Association (FCCMA)				420.00	
	3 International City/County Management Association (ICMA)				1,225.00	
	4 Palm Beach County Management Association (PBCCMA)				40.00	
	5 Palm Beach County Affordable Housing Collaborative				50.00	
	TOTAL OPERATING EXPENSES	79,977.23-	24,755.00-	31,439.27-	25,410.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	369,708.04-	304,345.00-	258,028.47-	323,617.00-	

# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **HUMAN RESOURCES - 105**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**



Rept:109 - Itemized Budget For Year 2024 Version 1  
HUMAN RESOURCES 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-512-105-11000	Executive Salaries	119,508.98	107,994.00	104,290.35	126,680.00	
	1 HR Director/Asst Town Manager				126,680.00	
001-51-512-105-12000	Regular Salaries	57,831.49	56,909.00	51,586.71	62,042.00	
	1 Executive Assistant				62,042.00	
001-51-512-105-14000	Overtime Salaries	0.00	100.00	0.00	100.00	
	1 Overtime Salaries				100.00	
001-51-512-105-15000	Special Pay	1,226.00	2,720.00	1,070.00	1,720.00	
	1 Telephone Stipend				720.00	
	2 Special Pay - Employee of the Year				1,000.00	
001-51-512-105-21000	FICA	13,187.70	13,313.00	11,926.52	16,756.00	
	1 HR Director/Asst Town Manager				9,691.00	
	2 Executive Assistant				4,746.00	
	3 Overtime Salaries				8.00	
	4 Special Pay				77.00	
	5 Opt-Out				362.00	
	6 Paid Internship				1,872.00	
001-51-512-105-22000	Retirement	13,338.03	12,526.00	11,728.28	14,237.00	
	1 HR Director/Asst Town Manager				9,501.00	
	2 Executive Assistant				4,653.00	
	3 Overtime Salaries				8.00	
	4 Special Pay				75.00	
001-51-512-105-22100	Town Retirement Matching	8,162.86	8,349.00	7,798.65	9,540.00	
	1 HR Director/Asst Town Manager				6,334.00	
	2 Executive Assistant				3,102.00	
	3 Overtime Salaries				4.00	
	4 Special Pay				100.00	
001-51-512-105-23100	Health Insurance	20,005.20	22,006.00	10,524.86	12,628.00	
	1 HR Director/Asst Town Manager				12,628.00	

Rept:109 - Itemized Budget For Year 2024 Version 1  
HUMAN RESOURCES 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-51-512-105-23150	Opt-Out Payment	0.00	0.00	3,152.00	4,728.00	
	10 Executive Assistant				4,728.00	
001-51-512-105-23200	Insurance - Dental	811.44	812.00	608.58	812.00	
	1 HR Director/Asst Town Manager				406.00	
	2 Executive Assistant				406.00	
001-51-512-105-23300	Insurance - Life	138.10	108.00	68.58	91.00	
	1 HR Director/Asst Town Manager				30.00	
	2 Executive Assistant				61.00	
001-51-512-105-23400	Insurance - Vision	110.16	110.00	82.62	110.00	
	1 HR Director/Asst Town Manager				55.00	
	2 Executive Assistant				55.00	
001-51-512-105-23500	Disability	1,411.20	1,412.00	646.83	862.00	
	1 HR Director/Asst Town Manager				536.00	
	2 Executive Assistant				326.00	
001-51-512-105-24000	Worker's Compensation Insurance	172.85	163.00	149.38	228.00	
	1 Worker's Compensation Insurance				228.00	
	TOTAL PERSONNEL EXPENSES	235,904.01-	226,522.00-	203,633.36-	250,534.00-	
001-51-512-105-31000	Professional Services	8,018.35	13,000.00	4,436.25	31,960.00	
	1 Sentrylink				2,000.00	
	2 National Student Clearinghouse				1,000.00	
	3 Florida Department of Law Enforcement				2,000.00	
	4 JAG Enterprises (Benefits Workshop)				2,000.00	
	5 Paid Internships				24,960.00	
001-51-512-105-34000	Contractual Services	12,131.00	6,800.00	3,120.00	14,625.00	
	1 New Directions LLC				3,000.00	
	2 Jupiter Medical Center Urgent Care				3,800.00	

Rept:109 - Itemized Budget For Year 2024 Version 1  
HUMAN RESOURCES 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	3 Heb B Vaccine				7,825.00	
001-51-512-105-40000	Travel & Training	30.00	2,956.00	765.00	1,021.00	
	1 Governor's Hurricane Conference				521.00	
	2 ICMA Graduate Leadership Program				500.00	
001-51-512-105-40100	TUITION REIMBURSEMENT - GF	2,552.82	0.00	0.00	0.00	
001-51-512-105-41100	Telephone	2.76	336.00	1.61	336.00	
001-51-512-105-41200	Postage & Shipping	207.78	400.00	255.11	800.00	
001-51-512-105-44200	Equipment Leases	2,587.97	2,000.00	2,260.80	2,000.00	
	1 Canon				2,000.00	
001-51-512-105-47000	Printing	67.36	100.00	65.28	100.00	
001-51-512-105-47100	Photocopying	1,891.71	2,000.00	1,992.00	4,000.00	
001-51-512-105-48100	Advertising	20,856.80	10,000.00	16,349.00	16,000.00	
001-51-512-105-49400	Uniforms & Clothing	125.98	200.00	0.00	300.00	
001-51-512-105-51000	Office Supplies	2,561.64	2,000.00	2,155.49	3,000.00	
	1 Office Supplies				3,000.00	
001-51-512-105-54200	Memberships, Dues, & Subscriptions	2,017.90	2,115.00	1,878.00	1,793.00	
	1 ICMA				1,025.00	
	2 Society for Human Resource Management				190.00	
	3 Society for Human Resource Management				190.00	
	4 Palm Beach County City Management Association				40.00	
	5 FCCMA				348.00	
	TOTAL OPERATING EXPENSES	53,052.07-	41,907.00-	33,278.54-	75,935.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	

Rept:109 - Itemized Budget For Year 2024 Version 1  
HUMAN RESOURCES 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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TOTAL DEPT EXPENDITURES	288,956.08-	268,429.00-	236,911.90-	326,469.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**TOWN CLERK - 106**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:110 - Itemized Budget For Year 2024 Version 1  
TOWN CLERK 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-512-106-11000	Executive Salaries	115,553.13	91,811.00	74,243.60	115,003.00	
	1 Town Clerk				115,003.00	
001-51-512-106-12000	Regular Salaries	57,447.97	54,184.00	38,132.22	106,160.00	
	1 Deputy Town Clerk				56,160.00	
	3 Records Technician - Vacant				50,000.00	
001-51-512-106-14000	Overtime Salaries	1,371.26	100.00	0.00	100.00	
	1 Overtime Salaries				100.00	
001-51-512-106-15000	Special Pay	726.00	3,720.00	3,570.00	720.00	
	1 Telephone Stipend				720.00	
001-51-512-106-21000	FICA	12,621.37	11,407.00	8,772.49	16,927.00	
	1 Town Clerk				8,798.00	
	2 Deputy Town Clerk				4,296.00	
	3 Records Technician - Vacant				3,825.00	
	4 Overtime Salaries				8.00	
001-51-512-106-22000	Retirement	13,077.93	11,183.00	7,524.75	14,720.00	
	1 Town Clerk				8,625.00	
	2 Deputy Town Clerk				4,212.00	
	3 Records Technician - Vacant				1,875.00	
	4 Overtime Salaries				8.00	
001-51-512-106-22100	Town Retirement Matching	7,983.39	6,777.00	4,727.92	5,754.00	
	1 Town Clerk				5,750.00	
	2 Deputy Town Clerk				0.00	
	4 Overtime Salaries				4.00	
001-51-512-106-23100	Health Insurance	27,707.18	31,248.00	17,911.19	37,884.00	
	1 Town Clerk				12,628.00	
	2 Deputy Town Clerk				12,628.00	
	3 Records Technician - Vacant				12,628.00	
001-51-512-106-23200	Insurance - Dental	811.44	812.00	507.15	1,218.00	

Rept:110 - Itemized Budget For Year 2024 Version 1  
TOWN CLERK 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Town Clerk				406.00	
	2 Deputy Town Clerk				406.00	
	3 Records Technician - Vacant				406.00	
001-51-512-106-23300	Insurance - Life	288.00	288.00	152.25	366.00	
	1 Town Clerk				122.00	
	2 Deputy Town Clerk				122.00	
	3 Records Technician - Vacant				122.00	
001-51-512-106-23400	Insurance - Vision	110.16	110.00	68.85	165.00	
	1 Town Clerk				55.00	
	2 Deputy Town Clerk				55.00	
	3 Records Technician - Vacant				55.00	
001-51-512-106-23500	Disability	1,386.24	1,340.00	542.55	898.00	
	1 Town Clerk				516.00	
	2 Deputy Town Clerk				336.00	
	3 Records Technician - Vacant				46.00	
001-51-512-106-24000	Worker's Compensation Insurance	54.36	100.00	91.63	207.00	
	1 Worker's Compensation Insurance				207.00	
	TOTAL PERSONNEL EXPENSES	239,138.43-	213,080.00-	156,244.60-	300,122.00-	
001-51-512-106-31000	Professional Services	65,422.90	13,492.00	32,114.56	20,000.00	
	1 MCCi for Laserfiche				20,000.00	
001-51-512-106-33000	Accounting, Audit & Elections	12,017.05	13,000.00	21,532.35	200.00	
	1 Election				200.00	
001-51-512-106-34000	Contractual Services	5,931.00	3,800.00	2,789.00	3,800.00	
	1 Municode Administrative Fee				300.00	
	2 Municode Hosting Fee				1,000.00	
	3 Supplement of Ordinances				2,500.00	



Rept:110 - Itemized Budget For Year 2024 Version 1  
TOWN CLERK 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-51-512-106-40000	Travel & Training	2,140.03	2,823.00	425.02	4,743.00	
	1 Registration for the FACC Fall Academy				400.00	
	2 Lodging for FACC Fall Academy				596.00	
	3 Meals for FACC Fall Academy				236.00	
	4 Mileage for FACC Fall Academy				106.00	
	5 Registration for the FACC Summer Conference				400.00	
	6 Lodging for Summer Conference				756.00	
	7 Meals for Summer Conference				236.00	
	8 Mileage for Summer Conference				118.00	
	9 ICMA Leadership High Performance Academy				1,895.00	
001-51-512-106-41100	Telephone	311.36	300.00	186.26	300.00	
	1 Telephone				300.00	
001-51-512-106-41200	Postage & Shipping	240.91	200.00	127.62	200.00	
	1 Postage				200.00	
001-51-512-106-44200	Equipment Lease	7,136.64	9,500.00	7,856.64	9,500.00	
	1 Large Format Copier				5,500.00	
	2 Regular Format Copier				4,000.00	
001-51-512-106-47000	Printing	932.12	880.00	897.81	880.00	
	1 Board Member Nameplates				150.00	
	2 Elected Official Nameplates				130.00	
	3 Elected Official Business Cards				200.00	
	4 Elected Official Photos				400.00	
001-51-512-106-47100	Photocopying	1,040.66	1,500.00	1,501.25	1,500.00	
	1 Town Clerk's Office				1,500.00	
001-51-512-106-48000	Promotional Activity	3,000.00	400.00	0.00	0.00	
001-51-512-106-48100	Advertising	15,291.34	6,000.00	6,025.50	10,000.00	
	1 Newspaper				10,000.00	
001-51-512-106-49300	Computer Software	2,552.50	14,750.00	14,872.50	40,425.00	
	1 Agenda Management Software				16,525.00	
	2 Agenda Management Software License Fee				1,000.00	

Rept:110 - Itemized Budget For Year 2024 Version 1  
TOWN CLERK 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	3 Annual Agenda Software - Meeting Hub				1,000.00	
	4 Annual Agenda Software -				2,550.00	
	5 Annual Agenda Software - Base Fee				6,200.00	
	6 Annual Agenda Software - Work Flow				500.00	
	7 Annual Agenda Software - Other Boards				2,000.00	
	8 MCCi Laserfiche				7,500.00	
	9 Software Licensing MCCi (4 New)				3,150.00	
001-51-512-106-49400	Uniforms & Clothing	306.95	300.00	207.97	300.00	
	1 Town Clerk's Office				300.00	
001-51-512-106-51000	Office Supplies	2,049.57	1,000.00	1,221.12	2,000.00	
	1 Town Clerk's Office				2,000.00	
001-51-512-106-52100	Gasoline & Diesel Fuel	15.00	0.00	0.00	0.00	
	1 Town Vehicle				0.00	
001-51-512-106-54200	Memberships, Dues, & Subscriptions	439.99	650.00	749.45	710.00	
	1 FACC for TC and DTC				150.00	
	2 International Institute of Municipal Clerk's for TC and DTC				290.00	
	3 PBC Municipal Clerk's Association				70.00	
	4 National Notary Association				200.00	
	TOTAL OPERATING EXPENSES	118,828.02-	68,595.00-	90,507.05-	94,558.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	

Rept:110 - Itemized Budget For Year 2024 Version 1  
 TOWN CLERK 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	357,966.45-	281,675.00-	246,751.65-	394,680.00-	

# **TOWN OF LAKE PARK PROPOSED BUDGET**

**LEGAL - 108**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
EXPENDITURES						
001-51-514-108-31100	Professional Svc - Town Attorney	212,060.88	160,000.00	92,198.17	187,000.00	
001-51-514-108-31101	Professional Svc - Other Legal	2,867.87	0.00	0.00	1,000.00	
TOTAL PERSONNEL EXPENSES		214,928.75-	160,000.00-	92,198.17-	188,000.00-	
TOTAL OTHER EXPENSES		0.00	0.00	0.00	0.00	
TOTAL DEPT EXPENDITURES		214,928.75-	160,000.00-	92,198.17-	188,000.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **COMMUNICATIONS & GRANTS - 109**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:118 - Itemized Budget For Year 2024 Version 1  
GRANTS& COMMUNICATIONS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-512-109-11000	Executive Salaries	114,714.47	99,237.00	83,065.60	118,739.00	
	1 Grant Writer/Chief Public Information Officer				118,739.00	
001-51-512-109-12000	Regular Salaries	4,663.76	33,530.00	6,791.87	71,000.00	
	1 Marketing Specialist				71,000.00	
001-51-512-109-15000	Special Pay	726.00	720.00	570.00	1,220.00	
	1 Telephone Stipend				720.00	
	11 Longevity Pay - Grant Writer/Chief Public Info Officer				500.00	
001-51-512-109-21000	FICA	9,029.29	10,127.00	7,136.31	14,554.00	
	1 Grant Writer/Chief Public Information Officer				9,084.00	
	2 Marketing Specialist				5,432.00	
	3 Longevity Pay - Grant Writer/Chief Public Info Officer				38.00	
001-51-512-109-22000	Retirement	8,603.58	8,449.00	6,229.92	12,937.00	
	1 Grant Writer/Chief Public Information Officer				8,905.00	
	2 Marketing Specialist				3,994.00	
	3 Longevity Pay - Grant Writer/Chief Public Info Officer				38.00	
001-51-512-109-22100	Town Retirement Matching	1,147.17	992.00	830.62	1,789.00	
	1 Grant Writer/Chief Public Information Officer				1,781.00	
	2 Longevity Pay - Grant Writer/Chief Public Info Officer				8.00	
001-51-512-109-23100	Health Insurance	10,002.60	18,338.00	8,995.11	39,272.00	
	1 Grant Writer/Chief Public Information Officer				12,628.00	
	2 Marketing Specialist				26,644.00	
001-51-512-109-23150	Opt-Out Payment	0.00	0.00	394.00	0.00	
001-51-512-109-23200	Insurance - Dental	405.72	677.00	304.29	812.00	
	1 Grant Writer/Chief Public Information Officer				406.00	
	2 Marketing Specialist				406.00	
001-51-512-109-23300	Insurance - Life	144.00	265.00	91.35	232.00	
	1 Grant Writer/Chief Public Information Officer				122.00	
	2 Marketing Specialist				110.00	





Rept:118 - Itemized Budget For Year 2024 Version 1  
 GRANTS& COMMUNICATIONS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Uniforms & Clothing				400.00	
001-51-512-109-51000	Office Supplies	110.56	1,000.00	411.49	1,000.00	
	1 Office Supplies				1,000.00	
001-51-512-109-54200	Memberships, Dues, & Subscriptions	447.92	500.00	761.92	800.00	
	1 Constant Contact				600.00	
	2 Other				200.00	
	TOTAL OPERATING EXPENSES	34,234.48-	34,322.00-	34,330.41-	113,837.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	184,727.09-	208,135.00-	149,276.32-	375,604.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **INFORMATION TECHNOLOGY - 110**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:112 - Itemized Budget For Year 2024 Version 1  
IT 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
EXPENDITURES						
001-51-512-110-11000	Executive Salaries	128,033.05	105,000.00	84,595.60	123,911.00	
	1 Information Technology Director				123,911.00	
001-51-512-110-12000	Regular Salary	0.00	0.00	0.00	27,500.00	
	1 IT Helpdesk Technician (6 months) Vacant				27,500.00	
001-51-512-110-15000	Special Pay	759.23	720.00	570.00	720.00	
	1 DSL Stipend				720.00	
001-51-512-110-21000	FICA	9,846.26	8,033.00	6,471.57	11,583.00	
	1 Information Technology Director				9,479.00	
	2 IT Helpdesk Technician (6 months) Vacant				2,104.00	
001-51-512-110-22000	Retirement	5,193.78	7,875.00	6,344.67	9,293.00	
	1 Information Technology Director				9,293.00	
	2 IT Helpdesk Technician (6 months) Vacant				0.00	
001-51-512-110-22100	Town Retirement Matching	2,194.66	2,625.00	2,114.89	3,098.00	
	1 Information Technology Director				3,098.00	
	2 IT Helpdesk Technician (6 months) Vacant				0.00	
001-51-512-110-23100	Health Insurance	8,335.50	11,003.00	8,565.48	18,942.00	
	1 Information Technology Director				12,628.00	
	2 IT Helpdesk Technician (6 months) Vacant				6,314.00	
001-51-512-110-23150	Opt-Out Payment	630.40	0.00	0.00	0.00	
	1 Information Technology Director				0.00	
001-51-512-110-23200	Insurance - Dental	338.10	406.00	304.29	609.00	
	1 Information Technology Director				406.00	
	2 IT Helpdesk Technician (6 months) Vacant				203.00	
001-51-512-110-23300	Insurance - Life	127.81	144.00	91.35	183.00	
	1 Information Technology Director				122.00	
	2 IT Helpdesk Technician (6 months) Vacant				61.00	



Rept:112 - Itemized Budget For Year 2024 Version 1  
IT 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 ICMA Leadership High Performance Academy				1,895.00	
001-51-512-110-41100	Telephone	9,636.15	5,000.00	9,901.34	5,000.00	
	1 Verteks Consultant for VoIP phone support-All departments				5,000.00	
001-51-512-110-41105	Telephone-DSL	0.00	2,200.00	0.00	2,200.00	
	1 Comcast back up Internet at Town Hall				2,200.00	
001-51-512-110-46100	Equipment Maintenance Contract	0.00	2,700.00	283.00	500.00	
	1 For Equipment Maintenance				500.00	
001-51-512-110-49303	Software - Administration	11,367.87	32,449.00	21,960.25	135,249.00	
	1 Software-Cylance Antivirus Antispyware				8,250.00	
	2 Cisco Firewalls Licenses				2,100.00	
	3 Office Software Microsoft and Adobe				3,000.00	
	4 dotGOV domain renewal annual				800.00	
	5 Virtual Meeting- Zoom licenses with Techsoup				500.00	
	6 Tyler				120,000.00	
	7 Cerberus FTP software license				599.00	
001-51-512-110-49306	Software - Finance	9,047.00	0.00	2,470.80	8,000.00	
	1 Legacy ADG				8,000.00	
001-51-512-110-51900	Computer Supplies & Parts	882.35	1,000.00	887.06	1,000.00	
	1 For small items needed such as cables, thump drive, hard dri				1,000.00	
001-51-512-110-52000	Operating Supplies	4,462.36	23,400.00	4,823.25	19,400.00	
	1 For things needed to support users or other departments				2,000.00	
	2 Computer for Marketing Position				0.00	
	3 Back up server for the CLOUD				6,000.00	
	4 Public Library Server				4,000.00	
	5 Computer Lab - Thin Clients				2,400.00	
	6 Computer Spares				5,000.00	
001-51-512-110-54200	Memberships, Dues, & Subscriptions	200.00	1,500.00	200.00	1,500.00	
	1 For Professional Memberships-Annual Fees				1,500.00	

Rept:112 - Itemized Budget For Year 2024 Version 1  
IT 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL OPERATING EXPENSES	109,167.23-	181,229.00-	127,069.31-	288,224.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	265,512.31-	318,003.00-	236,593.38-	484,857.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**FINANCE - 150**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:113 - Itemized Budget For Year 2024 Version 1  
FINANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-513-150-11000	Executive Salaries	114,961.43	115,000.00	98,136.00	119,937.00	
	1 Finance Director				119,937.00	
001-51-513-150-12000	Regular Salaries	265,959.72	229,174.00	169,671.40	316,984.00	
	1 Assistant Finance Director				91,494.00	
	2 Senior Accountant - Vacant				59,015.00	
	3 Accountant				67,205.00	
	4 Accounting Technician				66,194.00	
	5 Receptionist/Cashier - Vacant				33,076.00	
001-51-513-150-14000	Overtime Salaries	0.00	1,000.00	0.00	1,000.00	
	1 Overtime Salaries				1,000.00	
001-51-513-150-15000	Special Pay	4,726.00	2,220.00	1,570.00	1,720.00	
	1 Telephone Stipend				720.00	
	2 Longevity Pay - Accounting Technician				1,000.00	
001-51-513-150-21000	FICA	28,380.22	26,943.00	20,038.61	33,940.00	
	1 Finance Director				9,175.00	
	2 Assistant Finance Director				6,999.00	
	3 Senior Accountant - Vacant				4,515.00	
	4 Accountant				5,141.00	
	5 Accounting Technician				5,064.00	
	6 Receptionist/Cashier - Vacant				2,530.00	
	7 Opt-Out Payment				362.00	
	8 Longevity Pay				77.00	
	9 Overtime Salaries				77.00	
001-51-513-150-22000	Retirement	26,102.19	24,201.00	20,160.55	29,113.00	
	1 Finance Director				8,995.00	
	2 Assistant Finance Director				6,862.00	
	3 Senior Accountant - Vacant				1,861.00	
	4 Accountant				5,040.00	
	5 Accounting Technician				4,965.00	
	6 Receptionist/Cashier - Vacant				1,240.00	
	7 Longevity Pay				75.00	

Rept:113 - Itemized Budget For Year 2024 Version 1  
FINANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	8 Overtime Salaries				75.00	
001-51-513-150-22100	Town Retirement Matching	8,820.79	9,152.00	6,238.83	9,361.00	
	1 Finance Director				0.00	
	2 Assistant Finance Director				3,431.00	
	3 Senior Accountant - Vacant				0.00	
	4 Accountant				2,520.00	
	5 Accounting Technician				3,310.00	
	6 Receptionist/Cashier - Vacant				0.00	
	7 Longevity Pay				50.00	
	8 Overtime Salaries				50.00	
001-51-513-150-23100	Health Insurance	43,544.60	36,677.00	27,438.87	63,140.00	
	1 Finance Director				0.00	
	2 Assistant Finance Director				12,628.00	
	3 Senior Accountant - Vacant				12,628.00	
	4 Accountant				12,628.00	
	5 Accounting Technician				12,628.00	
	6 Receptionist/				0.00	
	6 Receptionist/Cashier - Vacant				12,628.00	
001-51-513-150-23150	Opt-Out Payment	3,349.00	5,436.00	3,743.00	4,728.00	
	1 Finance Director				4,728.00	
001-51-513-150-23200	Insurance - Dental	1,656.69	1,353.00	912.87	2,030.00	
	1 Finance Director				0.00	
	2 Assistant Finance Director				406.00	
	3 Senior Accountant - Vacant				406.00	
	4 Accountant				406.00	
	5 Accounting Technician				406.00	
	6 Receptionist/Cashier - Vacant				406.00	
001-51-513-150-23300	Insurance - Life	539.57	540.00	296.91	605.00	
	1 Finance Director				122.00	
	2 Assistant Finance Director				122.00	
	3 Senior Accountant- Vacant				122.00	
	4 Accountant				122.00	
	5 Accounting Technician				30.00	
	6 Receptionist/Cashier - Vacant				87.00	

Rept:113 - Itemized Budget For Year 2024 Version 1  
FINANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-51-513-150-23400	Insurance - Vision	220.32	183.00	123.93	275.00	
	1 Finance Director				0.00	
	2 Assistant Finance Director				55.00	
	3 Senior Accountant - Vacant				55.00	
	4 Accountant				55.00	
	5 Accounting Technician				55.00	
	6 Receptionist/Cashier - vacant				55.00	
001-51-513-150-23500	Disability	3,321.92	3,296.00	1,280.43	2,414.00	
	1 Finance Director				536.00	
	2 Assistant Finance Director				447.00	
	3 Senior Accountant - Vacant				371.00	
	4 Accountant				371.00	
	5 Accounting Technician				353.00	
	6 Receptionist/Cashier - Vacant				336.00	
001-51-513-150-24000	Worker's Compensation Insurance	222.25	213.00	195.25	489.00	
	1 Worker's Compensation Insurance				489.00	
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	TOTAL PERSONNEL EXPENSES	501,804.70-	455,388.00-	349,806.65-	585,736.00-	
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001-51-513-150-31000	Professional Services	0.00	4,000.00	0.00	4,000.00	
	1 ADG Legacy				4,000.00	
001-51-513-150-33000	Accounting & Auditing	41,150.00	36,000.00	0.00	45,000.00	
	1 External Auditors				45,000.00	
001-51-513-150-34000	Contractual Services	8,310.55	9,500.00	12,929.14	10,500.00	
	1 Armoured Car Service				6,500.00	
	2 OPEB Report				4,000.00	
001-51-513-150-40000	Travel & Training	5,147.35	5,000.00	1,361.24	8,295.00	

Rept:113 - Itemized Budget For Year 2024 Version 1  
FINANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Accountant Senior FGFOA Workshops				1,000.00	
	2 Director Finance GFOA Conference				1,400.00	
	3 Assistant Director Finance FGFOA Conference				1,400.00	
	4 Assistant Director Training Material				1,200.00	
	5 Accountant FABTO Conference				1,400.00	
	6 ICMA Leadership High Performance Academy				1,895.00	
001-51-513-150-41100	Telephone	297.53	200.00	176.89	250.00	
	1 Phone				250.00	
001-51-513-150-41200	Postage & Shipping	4,877.30	5,100.00	2,737.08	4,500.00	
	1 Postage				4,500.00	
001-51-513-150-44200	Equipment Leases	6,749.60	4,010.00	6,061.13	6,759.00	
	1 Canon Copier Lease				2,300.00	
	2 Pitney Bowes				2,754.00	
	3 Postage Machine				1,705.00	
001-51-513-150-47000	Printing	670.74	2,000.00	978.45	2,000.00	
001-51-513-150-47100	Photocopying	1,975.40	2,200.00	1,588.90	1,500.00	
001-51-513-150-49000	Other Current Charges	78.00	400.00	72.09	400.00	
001-51-513-150-49400	Uniforms & Clothing	161.97	500.00	0.00	600.00	
001-51-513-150-49600	Bank Charges / Admin Fees	6,969.40	9,000.00	6,150.98	9,000.00	
001-51-513-150-51000	Office Supplies	6,330.61	7,500.00	2,244.94	8,300.00	
	1 Budget				1,000.00	
	2 Envelopes				700.00	
	3 Paper/Pads, Folders, Labels				1,000.00	
	4 Checks, Bank Bags, Deposit Books				1,500.00	
	5 Business Cards				200.00	
	6 Misc Office Supplies				500.00	
	7 Printer Cartridges				700.00	
	8 Ribbons and Tape				500.00	
	9 Forms - BTRS and Sanitation				900.00	
	10 BTR License Forms				500.00	
	11 Office Chairs/Furniture				800.00	
001-51-513-150-54100	Books & Subscriptions	0.00	400.00	0.00	0.00	
001-51-513-150-54200	Memberships, Dues, & Subscriptions	6,574.95	1,220.00	469.00	1,220.00	

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
1	GFOA Membership				700.00	
2	FGFOA Annual Membership				400.00	
3	FGFOA Palm Beach County Membership				120.00	
	TOTAL OPERATING EXPENSES	89,293.40-	87,030.00-	34,769.84-	102,324.00-	
	TOTAL DEPT EXPENDITURES	591,098.10-	542,418.00-	384,576.49-	688,060.00-	
		=====	=====	=====	=====	

# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **PUBLIC SAFETY - 200**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**



Rept:114 - Itemized Budget For Year 2024 Version 1  
LAW ENFORCEMENT 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
EXPENDITURES						
001-52-521-200-34010	Contract PBC Sheriff	1,507,997.00	3,333,263.00	3,333,263.04	3,413,715.00	
001-52-521-200-41100	Telephone	1,147.61	2,000.00	684.42	1,500.00	
001-52-521-200-43000	Utilities	9,793.54	10,000.00	7,375.56	10,000.00	
001-52-521-200-43250	Garbage & Trash	954.89	1,500.00	989.74	1,500.00	
001-52-521-200-43500	SHOT SPOTTER-GUNSHOT DETECTION SYST	77,446.29	68,000.00	72,495.48	76,000.00	
001-52-521-200-52100	Gasoline & Diesel Fuel	447.96	1,500.00	124.27	1,500.00	
001-52-521-200-52700	American Rescue Plan Expense	1,600,000.00	0.00	0.00	0.00	
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	TOTAL EXPENSES	3,197,787.29-	3,416,263.00-	3,414,932.51-	3,504,215.00-	
		-----	-----	-----	-----	
	TOTAL DEPT EXPENDITURES	3,197,787.29-	3,416,263.00-	3,414,932.51-	3,504,215.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**EMERGENCY MANAGEMENT - 250**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:134 - Itemized Budget For Year 2024 Version 1  
EMERGENCY MANAGEMENT 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-52-525-250-34050	Other Contract Services - Debris	8,840.00	1,976.00	1,382.24	1,976.00	
	1 DI RECOVERY LLC				1,976.00	
001-52-525-250-52000	Operating Supplies	0.00	250.00	0.00	250.00	
	TOTAL EXPENSES	8,840.00-	2,226.00-	1,382.24-	2,226.00-	
	TOTAL DEPT EXPENDITURES	8,840.00-	2,226.00-	1,382.24-	2,226.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**PUBLIC WORKS ADMINISTRATION - 400**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:115 - Itemized Budget For Year 2024 Version 1  
PW ADMINISTRATIVE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-53-530-400-11000	Executive Salaries	118,235.80	117,291.00	96,621.08	122,034.00	
	1 Public Works Director				122,034.00	
001-53-530-400-12000	Regular Salaries	172,825.68	120,349.00	99,981.28	158,287.00	
	1 Operations Manager				67,163.00	
	2 Executive Assistant				58,047.00	
	3 Administrative Assistant - Vacant				33,077.00	
001-53-530-400-13000	Other & Part Time Salaries	45,540.81	80,324.00	76,752.46	83,570.00	
	1 Manager - Capital Projects				83,570.00	
001-53-530-400-14000	Overtime Salaries	665.08	1,000.00	565.18	1,000.00	
	1 Overtime Salaries				1,000.00	
001-53-530-400-15000	Special Pay	4,178.00	2,660.00	2,210.00	2,160.00	
	1 Telephone Stipend				2,160.00	
001-53-530-400-21000	FICA	25,105.56	25,271.00	20,630.03	28,639.00	
	1 Public Works Director				9,336.00	
	2 Operations Manager				5,138.00	
	3 Executive Assistant				4,441.00	
	4 Manager - Capital Projects				6,393.00	
	5 Administrative Assistant - Vacant				2,530.00	
	6 Overtime Salaries				77.00	
	7 Opt-Out Payment				724.00	
001-53-530-400-22000	Retirement	17,202.22	17,936.00	14,825.08	19,859.00	
	1 Public Works Director				9,153.00	
	2 Operations Manager				5,037.00	
	3 Executive Assistant				4,354.00	
	4 Manager - Capital Projects				0.00	
	5 Overtime Salaries				75.00	
	6 Administrative Assistant - Vacant				1,240.00	
001-53-530-400-22100	Town Retirement Matching	7,556.31	7,767.00	6,288.72	8,624.00	
	1 Public Works Director				3,051.00	

Rept:115 - Itemized Budget For Year 2024 Version 1  
PW ADMINISTRATIVE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Operations Manager				3,358.00	
	3 Executive Assistant				2,177.00	
	4 Manager - Capital Projects				0.00	
	5 Overtime Salaries				38.00	
001-53-530-400-23100	Health Insurance	35,066.81	37,190.00	27,728.49	46,759.00	
	1 Public Works Director				0.00	
	2 Operations Manager				0.00	
	3 Executive Assistant				12,628.00	
	4 Manager - Capital Projects				21,503.00	
	5 Administrative Assistant - Vacant				12,628.00	
001-53-530-400-23150	Opt-Out Payment	9,534.80	10,872.00	7,486.00	9,456.00	
	1 Public Works Director				4,728.00	
	2 Operations Manager				4,728.00	
001-53-530-400-23200	Insurance - Dental	1,622.88	1,624.00	1,217.16	2,030.00	
	1 Public Works Director				406.00	
	2 Operations Manager				406.00	
	3 Executive Assistant				406.00	
	4 Manager - Capital Projects				406.00	
	5 Administrative Assistant - Vacant				406.00	
001-53-530-400-23300	Insurance - Life	567.62	576.00	333.45	567.00	
	1 Public Works Director				122.00	
	2 Operations Manager				122.00	
	3 Executive Assistant				122.00	
	4 Manager - Capital Projects				79.00	
	5 Administrative Assistant - Vacant				122.00	
001-53-530-400-23400	Insurance - Vision	220.32	220.00	165.24	275.00	
	1 Public Works Director				55.00	
	2 Operations Manager				55.00	
	3 Executive Assistant				55.00	
	4 Manager - Capital Projects				55.00	
	5 Administrative Assistant - Vacant				55.00	
001-53-530-400-23500	Disability	2,770.80	2,772.00	1,277.01	2,028.00	
	1 Public Works Director				536.00	





Rept:115 - Itemized Budget For Year 2024 Version 1  
PW ADMINISTRATIVE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-53-530-400-47000	Printing	335.78	500.00	175.94	500.00	
	1 Printing Services				500.00	
001-53-530-400-47100	Photocopying	1,175.10	1,200.00	1,589.81	1,300.00	
	1 Copy Charges on Leased Copier				1,300.00	
001-53-530-400-49400	Uniforms & Clothing	356.00	800.00	602.00	800.00	
	1 Logo Wear for PW Admin. Team				800.00	
001-53-530-400-51000	Office Supplies	2,888.28	2,800.00	2,530.56	2,800.00	
	1 Bottle Water Service				1,800.00	
	2 Misc. Office Supplies and Small Office Equipment				1,000.00	
001-53-530-400-52000	Operating Supplies	18,251.95	11,370.00	2,884.15	13,370.00	
	1 Annual Asset Management System Renewal				3,500.00	
	2 Annual GIS License Renewal				2,170.00	
	3 Public Outreach				2,500.00	
	4 Misc. Supplies				3,200.00	
	5 NPWW Outreach				2,000.00	
001-53-530-400-52100	Gasoline & Diesel Fuel	744.50	1,000.00	433.68	1,000.00	
	1 Bd of County Comm.				250.00	
	2 Fuel Allocation				750.00	
001-53-530-400-54200	Memberships, Dues, & Subscriptions	858.00	1,600.00	1,892.83	1,600.00	
	1 FCCMA Membership (PW Dir)				450.00	
	2 APWA Membership (PW Dir/Opr Mgr)				400.00	
	3 ICMA Membership (PW Dir)				400.00	
	4 SWANA Membership (PW Dir/Ops Mgr)				350.00	
	TOTAL OPERATING EXPENSES	31,871.37-	29,312.00-	17,707.15-	38,499.00-	

Rept:115 - Itemized Budget For Year 2024 Version 1  
PW ADMINISTRATIVE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	473,423.46-	455,603.00-	374,190.71-	524,187.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **GROUND MAINTENANCE - 406**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:116 - Itemized Budget For Year 2024 Version 1  
GROUNDS MAINTENANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-57-572-406-12000	Regular Salaries	235,361.32	253,299.00	163,149.92	321,089.00	
	1 Grounds Maintenance Foreman				86,029.00	
	2 Lead Groundskeeper				42,186.00	
	3 Irrigation Technician - Vacant				42,077.00	
	4 Groundskeeper				35,988.00	
	5 Groundskeeper				35,256.00	
	6 Groundskeeper				34,347.00	
	7 Groundskeeper - Vacant				34,347.00	
	8 Projected Salary Increase Funds (3.5%)				10,859.00	
001-57-572-406-14000	Overtime Salaries	208.85	1,500.00	1,455.76	1,500.00	
	1 Overtime Salaries				1,500.00	
001-57-572-406-15000	Special Pay	1,000.00	1,000.00	1,000.00	2,000.00	
	1 Longevity Pay - Grounds Maintenance Foreman				1,000.00	
	2 Longevity Pay - Lead Groundskeeper				500.00	
	3 Longevity Pay - Groundskeeper				500.00	
001-57-572-406-21000	FICA	18,131.94	19,485.00	12,614.37	24,747.00	
	1 Grounds Maintenance Foreman				6,581.00	
	2 Lead Groundskeeper				3,227.00	
	3 Irrigation Technician - Vacant				3,219.00	
	4 Groundskeeper				2,753.00	
	5 Groundskeeper				2,697.00	
	6 Groundskeeper				2,628.00	
	7 Groundskeeper - Vacant				2,628.00	
	8 Overtime Salaries				31.00	
	9 Longevity Pay				153.00	
	10 Projected Salary Increase Funds (3.5%)				830.00	
001-57-572-406-22000	Retirement	16,142.07	19,102.00	11,577.20	21,296.00	
	1 Grounds Maintenance Foreman				6,452.00	
	2 Lead Groundskeeper				3,164.00	
	3 Irrigation Technician - Vacant				1,578.00	
	4 Groundskeeper				2,699.00	
	5 Groundskeeper				2,644.00	

Rept:116 - Itemized Budget For Year 2024 Version 1  
GROUNDS MAINTENANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	6 Groundskeeper				2,576.00	
	7 Groundskeeper - Vacant				1,288.00	
	8 Overtime Salaries				30.00	
	9 Longevity Pay				150.00	
	10 Projected Salary Increase Funds (3.5%)				715.00	
001-57-572-406-22100	Town Retirement Matching	4,559.40	4,608.00	4,233.51	6,077.00	
	1 Grounds Maintenance Foreman				4,301.00	
	2 Lead Groundskeeper				633.00	
	3 Irrigation Technician				0.00	
	4 Groundskeeper				0.00	
	5 Groundskeeper				881.00	
	6 Groundkeeper				0.00	
	7 Overtime Salaries				0.00	
	8 Longevity Pay - Grounds Maintenance Foreman				58.00	
	9 Projected Salary Increase Funds (3.5%)				204.00	
001-57-572-406-23100	Health Insurance	58,031.74	70,639.00	39,559.56	88,396.00	
	1 Grounds Maintenance Foreman				12,628.00	
	2 Lead Groundskeeper				12,628.00	
	3 Irrigation Technician - Vacant				12,628.00	
	4 Groundskeeper				12,628.00	
	5 Groundskeeper				12,628.00	
	6 Groundskeeper				12,628.00	
	7 Groundskeeper - Vacant				12,628.00	
001-57-572-406-23200	Insurance - Dental	2,197.65	2,436.00	1,420.02	2,842.00	
	1 Grounds Maintenance Foreman				406.00	
	2 Lead Groundskeeper				406.00	
	3 Irrigation Technician - Vacant				406.00	
	4 Groundskeeper				406.00	
	5 Groundskeeper				406.00	
	6 Groundskeeper				406.00	
	7 Groundskeeper - Vacant				406.00	
001-57-572-406-23300	Insurance - Life	597.60	642.00	304.58	620.00	
	1 Grounds Maintenance Foreman				122.00	
	2 Lead Groundskeeper				93.00	
	3 Irrigation Technician - Vacant				93.00	

Rept:116 - Itemized Budget For Year 2024 Version 1  
GROUNDS MAINTENANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Groundskeeper				78.00	
	5 Groundskeeper				78.00	
	6 Groundskeeper				78.00	
	7 Groundskeeper - Vacant				78.00	
001-57-572-406-23400	Insurance - Vision	302.51	330.00	197.37	385.00	
	1 Grounds Maintenance Foreman				55.00	
	2 Lead Groundskeeper				55.00	
	3 Irrigation Technician - Vacant				55.00	
	4 Groundskeeper				55.00	
	5 Groundskeeper				55.00	
	6 Groundskeeper				55.00	
	7 Groundskeeper - Vacant				55.00	
001-57-572-406-23500	Disability	2,145.90	2,292.00	791.01	1,540.00	
	1 Grounds Maintenance Foreman				421.00	
	2 Lead Groundskeeper				209.00	
	3 Irrigation Technician - Vacant				209.00	
	4 Groundskeeper				176.00	
	5 Groundskeeper				175.00	
	6 Groundskeeper				175.00	
	7 Groundskeeper - Vacant				175.00	
001-57-572-406-24000	Worker's Compensation Insurance	3,644.86	3,472.00	3,182.63	7,452.00	
	1 Worker's Compensation Insurance				7,452.00	
	TOTAL PERSONNEL EXPENSES	342,323.84-	378,805.00-	239,485.93-	477,944.00-	
001-57-572-406-34000	Contractual Services	15,115.34	37,332.00	51,045.67	65,332.00	
	1 Monthly Lawn Treatment				1,200.00	
	2 Fertilization Service				7,000.00	
	3 Tree Trimming Service for Flagler Blvd				4,000.00	
	4 Temporary Labor				10,000.00	
	5 Irrigation Water Treatment for Rust				10,600.00	

Rept:116 - Itemized Budget For Year 2024 Version 1  
GROUNDS MAINTENANCE 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	6 Easement/ROW Maintenance				10,560.00	
	7 WO/Asset Management				1,972.00	
	8 Irrigation Wet Checks & Maintenance				20,000.00	
001-57-572-406-40000	Travel & Training	390.00	1,000.00	427.26	1,000.00	
	1 MOT Training				300.00	
	2 Misc. Training				700.00	
001-57-572-406-41100	Telephone	1,651.12	1,680.00	1,660.61	1,680.00	
	1 Cell Phones				1,200.00	
	2 Cell Service for Tablet				480.00	
001-57-572-406-43000	Utilitites	10,335.18	11,500.00	7,443.27	11,500.00	
	1 Electric				11,500.00	
001-57-572-406-44100	Rentals	283.49	1,700.00	1,490.73	1,700.00	
	1 Lift Rental for Tree Trimming				500.00	
	2 Power Buggy Rental for Mulch Installation				1,200.00	
001-57-572-406-46000	Repair & Maintenance	5,957.07	31,000.00	42,005.96	31,000.00	
	1 Mower & Small Equipment Repairs				4,000.00	
	2 Irrigation Motor/Pump Repairs				2,000.00	
	3 Replace Irrigation Well - Date Palm Dr				25,000.00	
001-57-572-406-49400	Uniforms & Clothing	5,186.31	7,200.00	1,811.78	7,200.00	
	1 Uniforms				4,200.00	
	2 Safety Shoes & PPEs				3,000.00	
001-57-572-406-52000	Operating Supplies	19,867.72	15,500.00	14,089.42	17,500.00	
	1 Mulch				6,000.00	
	2 Sod				2,000.00	
	3 Mower & Small Equipment Parts				2,500.00	
	4 Irrigation Parts				3,000.00	
	5 Trailer Parts				1,000.00	
	6 Misc. Supplies				3,000.00	
001-57-572-406-52100	Gasoline & Diesel Fuel	13,371.73	12,600.00	7,144.00	12,600.00	



Rept:116 - Itemized Budget For Year 2024 Version 1  
**GROUNDS MAINTENANCE 8-16-23**

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Bd of County Comm.				600.00	
	2 Fuel Allocation				12,000.00	
001-57-572-406-52200	Small Tools & Other	1,326.86	1,500.00	2,449.92	2,000.00	
	1 Replacements Weed Eaters, Blowers, etc.				2,000.00	
	TOTAL OPERATING EXPENSES	73,484.82-	121,012.00-	129,568.62-	151,512.00-	
001-57-572-406-64100	Machinery & Equipment	0.00	23,684.00	0.00	20,500.00	
	1 Scag Mower				20,500.00	
	TOTAL CAPITAL OUTLAY	0.00	23,684.00-	0.00	20,500.00-	
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	415,808.66-	523,501.00-	369,054.55-	649,956.00-	

# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **FACILITIES MAINTENANCE - 408**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:117 - Itemized Budget For Year 2024 Version 1  
FACILITIES MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-54-597-408-12000	Regular Salaries	109,544.02	109,986.00	88,007.20	123,105.00	
	1 Facilities Maintenance Worker II				73,436.00	
	2 Facilities Maintenance Worker I				45,505.00	
	3 Projected Salary Increase Funds (3.5%)				4,164.00	
001-54-597-408-14000	Overtime Salaries	546.61	1,000.00	1,065.79	1,000.00	
	1 Overtime Salaries				1,000.00	
001-54-597-408-15000	Special Pay	1,500.00	1,000.00	1,000.00	1,500.00	
	1 Longevity Pay - Facilities Maintenance Worker II				1,000.00	
	11 Longevity Pay - Facilities Maintenance Worker I				500.00	
001-54-597-408-21000	FICA	8,475.33	8,526.00	6,841.86	9,610.00	
	1 Facilities Maintenance Worker II				5,618.00	
	2 Facilities Maintenance Worker I				3,481.00	
	3 Overtime Salaries				77.00	
	4 Longevity Pay - Facilities Maintenance Worker II				115.00	
	5 Projected Salary Increase Funds (3.5%)				319.00	
001-54-597-408-22000	Retirement	8,339.22	8,359.00	6,764.81	9,421.00	
	1 Facilities Maintenance Worker II				5,508.00	
	2 Facilities Maintenance Worker I				3,413.00	
	3 Overtime Salaries				75.00	
	4 Longevity Pay - Facilities Maintenance Worker II				113.00	
	5 Projected Salary Increase Funds (3.5%)				312.00	
001-54-597-408-22100	Town Retirement Matching	3,408.80	3,391.00	2,732.62	3,874.00	
	1 Facilities Maintenance Worker II				3,672.00	
	2 Facilities Maintenance Worker I				0.00	
	3 Overtime Salaries				23.00	
	4 Longevity Pay - Facilities Maintenance Worker II				50.00	
	5 Projected Salary Increase Funds (3.5%)				129.00	
001-54-597-408-23100	Health Insurance	20,005.20	22,006.00	18,105.28	25,256.00	
	1 Facilities Maintenance Worker II				12,628.00	
	2 Facilities Maintenance Worker I				12,628.00	

Rept:117 - Itemized Budget For Year 2024 Version 1  
FACILITIES MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-54-597-408-23200	Insurance - Dental	811.44	812.00	608.58	812.00	
	1 Facilities Maintenance Worker II				406.00	
	2 Facilities Maintenance Worker I				406.00	
001-54-597-408-23300	Insurance - Life	267.84	268.00	171.32	229.00	
	1 Facilities Maintenance Worker II				122.00	
	2 Facilities Maintenance Worker I				107.00	
001-54-597-408-23400	Insurance - Vision	110.16	110.00	82.62	110.00	
	1 Facilities Maintenance Worker II				55.00	
	2 Facilities Maintenance Worker I				55.00	
001-54-597-408-23500	Disability	997.08	997.00	457.51	609.00	
	1 Facilities Maintenance Worker II				367.00	
	2 Facilities Maintenance Worker I				242.00	
001-54-597-408-24000	Worker's Compensation Insurance	2,499.04	2,382.00	2,183.50	3,062.00	
	1 Worker's Compensation Insurance				3,062.00	
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	TOTAL PERSONNEL EXPENSES	156,504.74-	158,837.00-	128,021.09-	178,588.00-	
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001-54-597-408-31000	Professional Services	215.00	0.00	215.00	0.00	
001-54-597-408-34000	Contractual Services	114,385.45	144,166.00	120,313.97	144,166.00	
	1 Custodial Services & Floor Care				100,346.00	
	2 Annual Elevator Phone Monitoring				700.00	
	3 Annual Elevator Maintenance - Town Hall				4,695.00	
	4 Annual Elevator/Lift Inspection - Town Hall				250.00	
	5 Annual Fire Extinguisher Service - Townwide				1,800.00	
	6 Annual Fuel Tank Certification - Town Hall Generator				500.00	
	7 Annual Termite Protection - Town Hall				900.00	
	8 Annual Termite Protection - Evergreen House				300.00	
	9 Annual Termite Protection - Bostrom Conc. Stand				300.00	
	10 Annual Termite Protection - Library				400.00	

Rept:117 - Itemized Budget For Year 2024 Version 1  
FACILITIES MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	11 Annual Termite Protection - Public Works				600.00	
	12 Quarterly A/C Maintenance - Townwide				5,000.00	
	13 Quarterly Fire Alarm Service - PBSO				6,700.00	
	14 Quarterly Fire Alarm Service - Town Hall				2,750.00	
	15 Burglar Alarm Monitoring - Evergreen House				480.00	
	16 Panic Alarms - Town Hall & Library				2,000.00	
	17 Pest Control Service - Townwide				3,600.00	
	18 Indoor Environmental Assessments				3,000.00	
	19 Johnson Controls - Measurements & Verifications				6,873.00	
	20 Misc. Contractual Services				1,000.00	
	21 WO/Asset Management				1,972.00	
001-54-597-408-34010	Permits & Fee	0.00	150.00	150.00	150.00	
	1 Annual Elevator Permits (2) for Town Hall				150.00	
001-54-597-408-40000	Travel & Training	0.00	1,000.00	298.27	1,000.00	
	1 Misc. Training				1,000.00	
001-54-597-408-41100	Telephone	1,835.29	2,160.00	3,059.66	4,200.00	
	1 Cell Phones				1,600.00	
	2 Cell Service for Tablets				2,600.00	
001-54-597-408-43000	Utilities	61,161.77	57,600.00	48,132.82	57,600.00	
	1 Electric Services				48,000.00	
	2 Water/Sewer Services				9,600.00	
001-54-597-408-43250	Garbage & Trash	4,773.08	8,303.00	7,887.88	8,303.00	
	1 SWA Assessment for Dumpsters at Town Facilities				5,100.00	
	2 Town Hall Sanitation Fees				3,203.00	
001-54-597-408-44100	Rentals	1,064.76	2,000.00	2,339.28	2,500.00	
	1 Rental of Bucket Truck & Lift All				2,000.00	
	2 Misc. Tool Rental				500.00	
001-54-597-408-46000	Repair & Maintenance	24,237.02	42,000.00	23,937.17	42,000.00	
	1 A/C Repairs				5,000.00	
	2 Automatic Gate Repairs				1,500.00	
	3 Electrical/Lighting Repairs				5,000.00	

Rept:117 - Itemized Budget For Year 2024 Version 1  
FACILITIES MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Elevator Repairs				2,500.00	
	5 Environmental Repairs				3,000.00	
	6 Generator Repairs				3,000.00	
	7 Lock Repairs & Keys				3,000.00	
	8 Roof Repairs				5,000.00	
	9 Plumbing Repairs				6,500.00	
	10 Paint/Seal Library Exterior				3,000.00	
	11 Paint/Seal PW Office Exterior				2,000.00	
	12 Pro Shop AC Replacement				2,500.00	
001-54-597-408-49400	Uniforms & Clothing	1,642.78	2,400.00	1,307.55	2,400.00	
	1 Uniforms				1,400.00	
	2 Safety Shoes & PPEs				1,000.00	
001-54-597-408-52000	Operating Supplies	23,024.74	22,000.00	21,513.87	22,000.00	
	1 Consumable Custodial Supplies				8,000.00	
	2 Flag Replacements				2,000.00	
	3 Maintenance/Repairs Parts & Supplies				12,000.00	
001-54-597-408-52100	Gasoline & Diesel Fuel	2,516.24	3,200.00	10,365.84	6,600.00	
	1 Bd of County Comm.				600.00	
	2 Fuel Allocation				6,000.00	
001-54-597-408-52200	Small Tools and Others	774.54	1,800.00	496.25	1,800.00	
	1 Replacement Drills, Ladders, etc.				1,800.00	
	TOTAL OPERATING EXPENSES	235,630.67-	286,779.00-	240,017.56-	292,719.00-	
001-54-597-408-63000	Improvements Other Than Building	0.00	41,000.00	38,854.00	0.00	
001-54-597-408-63001	Improvements Other Than Bldg - MPF	3,507.00	0.00	0.00	0.00	
	TOTAL CAPITAL OUTLAY	3,507.00-	41,000.00-	38,854.00-	0.00	

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **VEHICLE MAINTENANCE - 410**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:119 - Itemized Budget For Year 2024 Version 1  
VEHICLE MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-59-591-410-12000	Regular Salaries	130,553.01	128,500.00	113,109.00	142,138.00	
	1 Vehicle Maintenance Foreman				80,849.00	
	2 Mechanic				56,482.00	
	3 Projected Salary Increase Funds (3.5%)				4,807.00	
001-59-591-410-14000	Overtime Salaries	3,275.41	3,500.00	3,966.64	3,500.00	
	1 Overtime Salaries				3,500.00	
001-59-591-410-21000	FICA	9,148.57	9,838.00	8,078.86	11,141.00	
	1 Vehicle Maintenance Foreman				6,185.00	
	2 Mechanic				4,321.00	
	3 Overtime Salaries				268.00	
	4 Projected Salary Increase Funds (3.5%)				367.00	
001-59-591-410-22000	Retirement	10,067.82	9,645.00	8,823.06	10,923.00	
	1 Vehicle Maintenance Foreman				6,064.00	
	2 Mechanic				4,236.00	
	3 Overtime Salaries				263.00	
	4 Projected Salary Increase Funds (3.5%)				360.00	
001-59-591-410-22100	Town Retirement Matching	3,901.56	3,676.00	3,953.43	4,944.00	
	1 Vehicle Maintenance Foreman				4,042.00	
	2 Mechanic				565.00	
	3 Overtime Salaries				175.00	
	4 Projected Salary Increase Funds (3.5%)				162.00	
001-59-591-410-23100	Health Insurance	30,607.80	33,669.00	27,785.14	39,272.00	
	1 Vehicle Maintenance Foreman				12,628.00	
	2 Mechanic				26,644.00	
001-59-591-410-23200	Insurance - Dental	811.44	812.00	608.58	812.00	
	1 Vehicle Maintenance Foreman				406.00	
	2 Mechanic				406.00	
001-59-591-410-23300	Insurance - Life	288.00	288.00	182.70	244.00	
	1 Vehicle Maintenance Foreman				122.00	

Rept:119 - Itemized Budget For Year 2024 Version 1  
VEHICLE MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Mechanic				122.00	
001-59-591-410-23400	Insurance - Vision	110.16	110.00	82.62	110.00	
	1 Vehicle Maintenance Foreman				55.00	
	2 Mechanic				55.00	
001-59-591-410-23500	Disability	1,165.08	1,165.00	538.65	718.00	
	1 Vehicle Maintenance Foreman				407.00	
	2 Mechanic				311.00	
001-59-591-410-24000	Worker's Compensation Insurance	1,975.56	1,358.00	1,244.87	2,615.00	
	1 Worker's Compensation Insurance				2,615.00	
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	TOTAL PERSONNEL EXPENSES	191,904.41-	192,561.00-	168,373.55-	216,417.00-	
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001-59-591-410-34000	Contractual Services	0.00	8,972.00	2,655.18	8,972.00	
	1 Annual Air Compressor Maintenance				1,000.00	
	2 Vehicle Monitoring for the fleet				6,000.00	
	3 WO/Asset Management				1,972.00	
001-59-591-410-34010	Permits & Fees	510.94	700.00	839.92	975.00	
	1 Annual Storage Tank Registration				850.00	
	2 Annual PBC Hazard Waste Permit				125.00	
001-59-591-410-40000	Travel & Training	0.00	0.00	0.00	2,000.00	
	1 Misc. Training				2,000.00	
001-59-591-410-41100	Telephone	1,315.82	1,680.00	1,251.00	1,680.00	
	1 Cell Phones				1,200.00	
	2 Cell Service for Tablet				480.00	
001-59-591-410-44200	Equipment Leases	81,236.96	85,000.00	64,223.15	85,000.00	
	1 Vehicle Leases				85,000.00	

Rept:119 - Itemized Budget For Year 2024 Version 1  
VEHICLE MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-59-591-410-46000	Repair & Maintenance	5,546.99	8,500.00	4,742.96	8,500.00	
	1 Car/Truck 2way Radio Repairs				500.00	
	2 Car/Truck Towing Services				1,500.00	
	3 Misc. Car/Truck Repairs & Maintenance				3,000.00	
	4 R&M Tailor- Tow Behind				3,500.00	
001-59-591-410-46300	Vehicle Parts & Supplies	2,747.50	3,000.00	602.75	3,000.00	
	1 Misc. Small Parts for repairs.				3,000.00	
001-59-591-410-49400	Uniforms & Clothing	1,278.37	2,400.00	279.24	2,400.00	
	1 Uniforms				1,400.00	
	2 Safety Shoes & PPEs				1,000.00	
001-59-591-410-52000	Operating Supplies	4,403.21	4,000.00	5,193.59	10,100.00	
	1 Drill Bits, Bolts, Chemicals, etc.				4,500.00	
	2 Flammable/Combustible Cabinets				5,600.00	
001-59-591-410-52100	Gasoline & Diesel Fuel	3,231.28	4,360.00	1,932.15	4,360.00	
	1 Bd of County Comm				360.00	
	2 Fuel Allocation				4,000.00	
001-59-591-410-52200	Small Tools and Others	394.18	400.00	319.94	400.00	
	1 Replacement Drills, Gauges, etc.				400.00	
	TOTAL OPERATING EXPENSES	100,665.25-	119,012.00-	82,039.88-	127,387.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	

Rept:119 - Itemized Budget For Year 2024 Version 1  
VEHICLE MAINT. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL DEPT EXPENDITURES	292,569.66-	311,573.00-	250,413.43-	343,804.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**COMMUNITY DEVELOPMENT - 500**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:120 - Itemized Budget For Year 2024 Version 1  
COMMUNITY DEV. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-52-524-500-11000	Executive Salaries	116,529.55	95,934.00	84,932.33	115,003.00	
	1 Community Development Director				115,003.00	
001-52-524-500-12000	Regular Salaries	310,685.73	315,911.00	287,692.13	332,902.00	
	1 Executive Assistant				64,940.00	
	2 Community Development Technician				52,749.00	
	3 Community Development Technician				44,158.00	
	4 Planner				64,434.00	
	5 Code Compliance Officer				58,448.00	
	6 Code Compliance Officer - Vacant				48,173.00	
001-52-524-500-13000	Other & Part Time Salaries	30,896.95	33,045.00	24,846.35	34,377.00	
	1 Planner - PT				34,377.00	
001-52-524-500-14000	Overtime Salaries	547.36	6,000.00	334.93	2,500.00	
	1 Overtime Salaries				2,500.00	
001-52-524-500-15000	Special Pay	3,026.00	720.00	570.00	1,220.00	
	1 Telephone Stipend				720.00	
	2 Longevity Pay - Planner				500.00	
001-52-524-500-21000	FICA	34,320.96	34,494.00	29,610.38	37,880.00	
	1 Community Development Director				8,798.00	
	2 Executive Assistant				4,968.00	
	3 Community Development Technician				4,035.00	
	4 Community Development Technician				3,378.00	
	5 Planner				4,742.00	
	6 Code Compliance Officer				4,471.00	
	7 Code Compliance Officer				4,361.00	
	8 Planner - PT				2,630.00	
	9 Overtime Salaries				459.00	
	10 Longevity Pay - Planner				38.00	
001-52-524-500-22000	Retirement	24,583.61	31,337.00	20,343.03	32,276.00	
	1 Community Development Director				8,625.00	
	2 Executive Assistant				4,871.00	



Rept:120 - Itemized Budget For Year 2024 Version 1  
COMMUNITY DEV. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	3 Community Development Technician				3,956.00	
	4 Community Development Technician				3,312.00	
	5 Planner				4,833.00	
	6 Code Compliance Officer				4,384.00	
	7 Code Compliance Officer - Vacant				1,807.00	
	8 Planner - PT				0.00	
	9 Overtime Salaries				450.00	
	10 Longevity Pay - Planner				38.00	
001-52-524-500-22100	Town Retirement Matching	10,394.39	9,408.00	7,856.88	13,223.00	
	1 Community Development Director				5,750.00	
	2 Executive Assistant				3,247.00	
	3 Community Development Technician				1,978.00	
	4 Community Development Technician				0.00	
	5 Planner				1,933.00	
	6 Code Compliance Officer				0.00	
	7 Code Compliance Officer - Vacant				0.00	
	8 Planner - PT				0.00	
	9 Overtime Salaries				300.00	
	10 Longevity Pay - Planner				15.00	
001-52-524-500-23100	Health Insurance	76,953.45	89,234.00	78,882.00	111,287.00	
	1 Community Development Director				12,628.00	
	2 Executive Assistant				12,628.00	
	3 Community Development Technician				26,644.00	
	4 Community Development Technician				12,628.00	
	5 Planner				12,628.00	
	6 Code Compliance Officer				21,503.00	
	7 Code Compliance Officer				12,628.00	
001-52-524-500-23200	Insurance - Dental	2,166.81	2,842.00	1,960.98	2,842.00	
	1 Community Development Director				406.00	
	2 Executive Assistant				406.00	
	3 Community Development Technician				406.00	
	4 Community Development Technician				406.00	
	5 Planner				406.00	
	6 Code Compliance Officer				406.00	
	7 Code Compliance Officer				406.00	

Rept:120 - Itemized Budget For Year 2024 Version 1  
COMMUNITY DEV. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-52-524-500-23300	Insurance - Life	916.95	985.00	638.19	799.00	
	1 Community Development Director				122.00	
	2 Executive Assistant				79.00	
	3 Community Development Technician				122.00	
	4 Community Development Technician				110.00	
	5 Planner				122.00	
	6 Code Compliance Officer				122.00	
	7 Code Compliance Officer				122.00	
001-52-524-500-23400	Insurance - Vision	385.56	385.00	316.26	385.00	
	1 Community Development Director				55.00	
	2 Executive Assistant				55.00	
	3 Community Development Technician				55.00	
	4 Community Development Technician				55.00	
	5 Planner				55.00	
	6 Code Compliance Officer				55.00	
	7 Code Compliance Officer				55.00	
001-52-524-500-23500	Disability	3,641.54	3,809.00	1,872.89	2,355.00	
	1 Community Development Director				534.00	
	2 Executive Assistant				326.00	
	3 Community Development Technician				297.00	
	4 Community Development Technician				248.00	
	5 Planner				342.00	
	6 Code Compliance Officer				322.00	
	7 Code Compliance Officer				286.00	
001-52-524-500-24000	Worker's Compensation Insurance	3,027.42	1,902.00	1,743.50	5,904.00	
	1 Worker's Compensation Insurance				5,904.00	
001-52-524-500-26000	Mileage Reimbursement	0.00	450.00	97.60	450.00	
	1 Personal Vehicle Usage for Meetings/Travel/Training&Other				450.00	
	TOTAL PERSONNEL EXPENSES	618,076.28-	626,456.00-	541,697.45-	693,403.00-	

Rept:120 - Itemized Budget For Year 2024 Version 1  
COMMUNITY DEV. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-52-524-500-31000	Professional Services	5,340.00	9,600.00	4,740.00	12,000.00	
	1 Special Magistrate for Code Hearings				12,000.00	
001-52-524-500-34000	Contractual Services	1,596,994.67	37,650.00	22,959.00	55,445.00	
	1 ESRI(GIS)Annual Maintenance & Additional Consultant Services				3,750.00	
	2 InkForce Annual Software Maintenance (Code Compliance)				9,995.00	
	3 IMS (Building Permits and BTRs) Annual Software Maintenance				2,600.00	
	4 Consultants (CRS \$7K; Other \$10K)				17,000.00	
	5 Historical Properties Master Site File Update				15,000.00	
	6 Electronic Access to P&Z Agenda Packets				7,100.00	
001-52-524-500-34200	Contractual Svc - Cost Recovery	56,889.65	60,000.00	46,001.97	30,000.00	
	1 Cost Recovery for Project Reviews- for Pass Through Invoices				30,000.00	
001-52-524-500-34300	Contractual Svc-Code Violations	0.00	5,000.00	350.00	5,000.00	
	1 Code Compliance Abatements (CBIF can be used for others)				5,000.00	
001-52-524-500-34320	Holding Costs - 1100 2nd Court	1,415.07	0.00	3,300.23	0.00	
001-52-524-500-34910	Legal Advertising	6,029.72	1,100.00	862.60	2,100.00	
	1 Legal Ads for Town Initiated Items (LEGAL Ads Only)				2,100.00	
001-52-524-500-40000	Travel & Training	15.00	3,500.00	4,177.75	5,895.00	
	1 FRA OR Florida APA				2,000.00	
	2 Conference/Training for Code Officers				500.00	
	3 FABTO/BTR Training for Technicians				1,500.00	
	4 ICMA Leadership High Performance Academy				1,895.00	
001-52-524-500-40030	Training - Bldg Code Education Fund	0.00	500.00	0.00	500.00	
	1 FBC Training pursuant to Surcharges collected per FSS				500.00	
001-52-524-500-41100	Telephone	3,661.43	4,000.00	2,392.97	4,000.00	
	1 All Department Telephones				4,000.00	
001-52-524-500-41200	Postage & Shipping	7,051.57	10,000.00	4,617.81	7,000.00	
	1 P&S for Code Notices & Planning Projects (some have escrow)				7,000.00	
001-52-524-500-44200	Equipment Leases	3,110.76	3,111.00	3,369.99	3,111.00	

Rept:120 - Itemized Budget For Year 2024 Version 1  
COMMUNITY DEV. 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Canon Copier				3,111.00	
001-52-524-500-47000	Printing	2,028.38	5,000.00	963.15	8,000.00	
	1 Dept Needs for Outside Printing Services/Special Outreach				5,000.00	
	2 Annual CRS/Community-Wide Outreach				3,000.00	
001-52-524-500-47100	Photocopying	3,060.63	2,500.00	1,656.49	2,500.00	
	1 Department Photocopying Needs (some costs are recovered)				2,500.00	
001-52-524-500-48100	Advertising	2,672.35	2,000.00	0.00	2,000.00	
	1 Advertising(In-house,NOT Legal)-workshops, initiatives, etc.				2,000.00	
001-52-524-500-49400	Uniforms & Clothing	756.32	1,350.00	778.88	26,350.00	
	1 Primarily Code Officer Shirts (3 x \$200 each)				450.00	
	2 Uniform & Clothing				900.00	
	3 Body Worn Cameras for Code Officers				25,000.00	
001-52-524-500-51000	Office Supplies - Bldg	3,049.56	7,000.00	3,310.63	7,000.00	
	1 Office Supplies-all three Divisions(incl. furniture needs)				7,000.00	
001-52-524-500-51011	CBIF Grants	9,000.00	10,000.00	2,718.75	10,000.00	
	1 Pass-Thru Account-Assistance Funds for Property Improvements				10,000.00	
001-52-524-500-52100	Gasoline & Diesel Fuel	1,392.50	1,500.00	1,057.01	1,500.00	
	1 Gasoline for Code vehicles				1,500.00	
001-52-524-500-54200	Memberships, Dues, & Subscriptions	1,770.00	2,350.00	1,475.00	2,350.00	
	1 APA Annual Planning Dues for Director and Planners				1,200.00	
	2 FACE Annual Dues for Code Officers (3)				150.00	
	3 Intergovernmental Plan Amendment Review Committee Dues				1,000.00	
	TOTAL OPERATING EXPENSES	1,704,237.61-	166,161.00-	104,732.23-	184,751.00-	

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **SPECIAL EVENTS - 600**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-57-572-600-11000	Executive Salaries	115,412.00	77,085.00	63,951.60	115,003.00	
	1 Special Events Director				115,003.00	
001-57-572-600-12000	Regular Salaries	50,298.36	61,988.00	60,411.17	97,077.00	
	1 Recreation Supervisor				55,000.00	
	2 Events Coordinator - Vacant				42,077.00	
001-57-572-600-13000	Other & Part Time Salaries	6,405.28	18,692.00	19,321.57	18,692.00	
	1 Camp Counselor				4,673.00	
	2 Camp Counselor				4,673.00	
	3 Camp Counselor				4,673.00	
	4 Camp Counselor				4,673.00	
001-57-572-600-14000	Overtime Salaries	538.98	11,624.00	627.93	11,624.00	
	1 Staff - Sunset Celebration				4,480.00	
	2 Staff - Easter Egg Hunt				384.00	
	3 Staff - Memorial Day Ceremony				320.00	
	4 Staff - Veteran's Day Event				800.00	
	5 Staff - Holiday Tree Lighting				640.00	
	6 Staff - Facility Rentals				5,000.00	
001-57-572-600-15000	Special Pay	726.00	720.00	570.00	720.00	
	1 Telephone Stipend				720.00	
001-57-572-600-21000	FICA	13,572.78	13,376.00	11,326.32	18,908.00	
	1 Special Events Director				8,798.00	
	2 Recreation Supervisor				4,208.00	
	3 Events Coordinator				3,219.00	
	4 Camp Counselor				358.00	
	5 Camp Counselor				358.00	
	6 Camp Counselor				358.00	
	7 Camp Counselor				358.00	
	8 Staff - Sunset Celebration				343.00	
	9 Staff - Easter Egg Hunt				29.00	
	10 Staff - Memorial Day Ceremony				24.00	
	11 Staff - Veteran's Day Event				61.00	



Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	12 Staff - Holiday Tree Lighting				49.00	
	13 Staff - Facility Rentals				383.00	
	14 Opt-Out Payment				362.00	
001-57-572-600-22000	Retirement	3,666.70	9,676.00	7,294.10	15,200.00	
	1 Special Events Director				8,625.00	
	2 Recreation Supervisor				4,125.00	
	3 Events Coordinator - Vacant				1,578.00	
	4 Staff - Sunset Celebration				336.00	
	5 Staff - Easter Egg Hunt				29.00	
	6 Staff - Memorial Day Ceremony				24.00	
	7 Staff - Veteran's Day Event				60.00	
	8 Staff - Holiday Tree Lighting				48.00	
	9 Staff - Facility Rentals				375.00	
001-57-572-600-22100	Town Retirement Matching	2,493.21	2,929.00	2,398.19	4,313.00	
	1 Special Events Director				4,313.00	
	2 Recreation Supervisor				0.00	
	3 Events Coordinator - Vacant				0.00	
001-57-572-600-23100	Health Insurance	10,836.15	14,671.00	13,044.55	25,256.00	
	1 Recreation Supervisor				12,628.00	
	2 Events Coordinator				12,628.00	
001-57-572-600-23150	Opt-Out Payment	4,767.40	5,436.00	3,743.00	4,728.00	
	1 Special Events Director				4,728.00	
001-57-572-600-23200	Insurance - Dental	811.44	947.00	743.82	1,218.00	
	1 Special Events Director				406.00	
	2 Recreation Supervisor				406.00	
	3 Events Coordinator				406.00	
001-57-572-600-23300	Insurance - Life	272.88	334.00	208.32	346.00	
	1 Special Events Director				122.00	
	2 Recreation Supervisor				122.00	
	3 Events Coordinator				102.00	
001-57-572-600-23400	Insurance - Vision	114.75	128.00	105.57	165.00	
	1 Special Events Director				55.00	

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Recreation Supervisor				55.00	
	3 Events Coordinator				55.00	
001-57-572-600-23500	Disability	1,301.05	1,341.00	618.68	996.00	
	1 Special Events Director				451.00	
	2 Recreation Supervisor				309.00	
	3 Events Coordinator				236.00	
001-57-572-600-24000	Worker's Compensation Insurance	2,103.95	2,006.00	1,838.87	5,094.00	
	1 Worker's Compensation Insurance				5,094.00	
001-57-572-600-25100	Unemployment Compensation	123.32-	0.00	0.00	0.00	
	TOTAL PERSONNEL EXPENSES	213,197.61-	220,953.00-	186,203.69-	319,340.00-	
001-57-572-600-31000	Professional Services	0.00	0.00	130.00	0.00	
001-57-572-600-34000	CONTRACTUAL SERVICES	140.00	3,600.00	3,845.55	1,250.00	
	1 Custom Cleaning - Sunset Celebration Cleaning Service				1,250.00	
001-57-572-600-40000	Travel & Training	0.00	400.00	2,665.00	1,895.00	
	1 ICMA Leadership High Performance Academy				1,895.00	
001-57-572-600-41100	Telephone	1,964.13	2,000.00	1,723.33	2,000.00	
001-57-572-600-41200	Postage & Shipping	58.28	200.00	181.90	500.00	
001-57-572-600-43000	Utilities	46,587.48	30,000.00	38,180.97	55,000.00	
	1 Seacoast - Parks				42,000.00	
	2 FPL - Parks				13,000.00	
001-57-572-600-43250	Garbage & Trash	3,340.06	5,000.00	3,461.96	6,000.00	
	1 Solid Waste Authority				6,000.00	
001-57-572-600-44100	Rentals	1,415.00	1,000.00	0.00	1,500.00	
001-57-572-600-44200	Equipment Leases	2,747.04	2,747.00	2,747.04	4,787.00	
	1 Canon Copier				2,747.00	

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Cannon Copier (800 Park)				2,040.00	
001-57-572-600-46000	Repair & Maintenance	0.00	1,000.00	0.00	1,000.00	
001-57-572-600-47000	Printing	2,204.23	500.00	201.95	1,000.00	
001-57-572-600-47100	Photocopying	501.06	600.00	767.27	1,000.00	
001-57-572-600-48000	Promotional Activity	3,307.12	0.00	4,626.00	1,000.00	
001-57-572-600-48046	Sunset Celebration	9,702.62	20,600.00	12,777.94	25,500.00	
	1 Banners				1,000.00	
	2 Decorations				1,000.00	
	3 Entertainment				12,000.00	
	4 Marketing				1,000.00	
	5 Photography/Videography				1,000.00	
	6 Stage & Lighting				7,000.00	
	7 Tent				2,500.00	
001-57-572-600-48056	PROMOTIONAL - EASTER EGG HUNT	3,998.10	3,500.00	4,871.68	5,000.00	
	1 Banners				1,500.00	
	2 Decorations				100.00	
	3 DJ/Sound System				400.00	
	4 Easter Eggs				1,500.00	
	5 Easter Bunny Costume Rental				200.00	
	6 Food & Drinks				100.00	
	7 Marketing				100.00	
	8 Photography/Videography				150.00	
	9 Tents				950.00	
001-57-572-600-48057	VETERAN&#39;S DAY EVENT	0.00	4,000.00	750.00	1,500.00	
001-57-572-600-48058	Centennial Celebration	0.00	200,000.00	70,159.92	93,500.00	
	5 Time Capsule Ceremony				5,000.00	
	6 Celebration Final Event				73,500.00	
	7 Celebration Gala				15,000.00	
001-57-572-600-48100	Advertising	297.00	400.00	0.00	400.00	
	1 Direct Mail				100.00	
	2 Newspaper				100.00	
	3 Magazines				100.00	
	4 Radio				100.00	
001-57-572-600-49400	Uniforms & Clothing	643.85	600.00	570.08	600.00	

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Special Events Director				200.00	
	2 Recreation Supervisor				200.00	
	3 Events Coordinator				200.00	
001-57-572-600-51000	Office Supplies	343.29	1,000.00	892.25	1,000.00	
001-57-572-600-52000	Operating Supplies	4,429.19	4,000.00	12,111.22	6,500.00	
	1 Food & Drinks for Misc. Town Events				3,000.00	
	2 Decorations for Misc. Town Events				500.00	
	3 Tablecloth Cleaning				2,500.00	
	4 Facility Rental Supplies				500.00	
001-57-572-600-52100	Gasoline & Diesel Fuel	272.94	1,000.00	254.42	1,000.00	
001-57-572-600-52200	Small Tools & Others	961.22	1,500.00	0.00	1,500.00	
	1 Chairs				250.00	
	2 Tables				250.00	
	3 Tents				500.00	
	4 Playground Equipment				500.00	
001-57-572-600-54200	Memberships, Dues, & Subscriptions	160.00	350.00	645.95	350.00	
	1 Florida Parks & Recreation Association				350.00	
001-57-572-600-57220	Program Exp - Summer Camp	0.00	6,500.00	3,273.28	6,500.00	
	1 Field Trips				5,000.00	
	2 Food & Drinks				500.00	
	3 Camp T-Shirts				500.00	
	4 Office Supplies				100.00	
	5 Arts & Crafts				200.00	
	6 Sports Equipment				200.00	
001-57-572-600-57235	Sponsored Event Expense	18,037.83	23,000.00	29,354.14	59,500.00	
	1 Town Sponsored Events				5,000.00	
	2 Santa's Magical Ride & Decorating Contest				2,000.00	
	3 Recreation Programs				5,000.00	
	4 Haitian Flag Day Event				10,000.00	
	5 Soccer Program				15,000.00	
	6 Historical Society 5K				7,500.00	
	7 Community Greening				15,000.00	

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-57-572-600-57245	Back to School Extravaganza	5,379.43	4,500.00	0.00	5,000.00	
	1 Backpacks & School Supplies				1,000.00	
	2 Banners				1,000.00	
	3 Decorations				250.00	
	4 DJ/Sound System				400.00	
	5 Food & Drinks				500.00	
	6 Marketing				150.00	
	7 Photography/Videography				150.00	
	8 Game & Activities				400.00	
	9 Tents				1,150.00	
001-57-572-600-57250	After School - Youth Activities Pro	0.00	5,000.00	0.00	5,000.00	
	1 Food & Drinks				500.00	
	2 Marketing				500.00	
	3 Office Supplies				200.00	
	4 Sports Equipment				300.00	
	5 Sports Providers				3,000.00	
	6 T-Shirts				500.00	
	TOTAL OPERATING EXPENSES	106,489.87-	322,997.00-	194,191.85-	289,782.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEBT SERVICES	0.00	0.00	0.00	0.00	

Rept:121 - Itemized Budget For Year 2024 Version 1  
SPECIAL EVENTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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	TOTAL DEPT EXPENDITURES	319,687.48-	543,950.00-	380,395.54-	609,122.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**LIBRARY - 700**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**



Rept:122 - Itemized Budget For Year 2024 Version 1  
LIBRARY 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-57-571-700-11000	Executive Salaries	113,752.36	84,240.00	70,759.12	115,003.00	
	1 Library Director				115,003.00	
001-57-571-700-12000	Regular Salaries	138,407.36	185,550.41	144,990.74	224,219.00	
	1 Library Assistant - Children's Services - Vacant				32,100.00	
	2 Library Assistant				35,832.00	
	3 Library Assistant				32,100.00	
	4 Accounting Technician				45,639.00	
	5 Assistant Library Director				78,548.00	
001-57-571-700-13000	Other & Part Time Salaries	558.10	0.00	0.00	0.00	
001-57-571-700-14000	Overtime Salaries	19.86	0.00	0.00	0.00	
001-57-571-700-15000	Special Pay	1,526.00	720.00	570.00	720.00	
	1 Telephone Stipend				720.00	
001-57-571-700-21000	FICA	19,355.55	21,337.00	16,268.57	26,313.00	
	1 Library Director				8,798.00	
	2 Library Assistant - Children's Services - Vacant				2,456.00	
	3 Library Assistant				2,741.00	
	4 Library Assistant				2,456.00	
	5 Accounting Technician				3,491.00	
	6 Assistant Library Director				6,009.00	
	7 Opt-Out Payment				362.00	
001-57-571-700-22000	Retirement	13,282.77	19,506.00	15,534.45	24,238.00	
	1 Library Director				8,625.00	
	2 Library Assistant - Children's Services - Vacant				1,204.00	
	3 Library Assistant				2,687.00	
	4 Library Assistant				2,408.00	
	5 Accounting Technician				3,423.00	
	6 Assistant Library Director				5,891.00	
001-57-571-700-22100	Town Retirement Matching	5,436.82	5,194.00	4,775.17	7,607.00	
	1 Library Director				2,588.00	
	2 Library Assistant - Children's Services - Vacant				0.00	
	3 Library Assistant				1,344.00	

Rept:122 - Itemized Budget For Year 2024 Version 1  
LIBRARY 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Library Assistant				0.00	
	5 Accounting Technician				1,711.00	
	6 Assistant Library Director				1,964.00	
001-57-571-700-23100	Health Insurance	37,109.64	59,636.00	46,854.86	70,235.00	
	1 Library Director				12,628.00	
	2 Library Assistant - Children's Services				12,628.00	
	3 Library Assistant				12,628.00	
	4 Library Assistant				12,628.00	
	5 Assistant Library Director				19,723.00	
001-57-571-700-23150	Opt-Out Payment	4,767.40	5,436.00	3,743.00	4,728.00	
	1 Accounting Technician				4,728.00	
001-57-571-700-23200	Insurance - Dental	1,420.02	2,030.00	1,352.40	2,030.00	
	1 Library Director				406.00	
	2 Library Assistant - Children's Services				406.00	
	3 Library Assistant				406.00	
	4 Library Assistant				406.00	
	5 Accounting Technician				0.00	
	6 Assistant Library Director				406.00	
001-57-571-700-23300	Insurance - Life	495.36	653.00	379.11	552.00	
	1 Library Director				122.00	
	2 Library Assistant - Children's Services				71.00	
	3 Library Assistant				76.00	
	4 Library Assistant				66.00	
	5 Accounting Technician				95.00	
	6 Assistant Library Director				122.00	
001-57-571-700-23400	Insurance - Vision	179.45	275.00	183.60	275.00	
	1 Library Director				55.00	
	2 Library Assistant - Children's Services				55.00	
	3 Library Assistant				55.00	
	4 Library Assistant				55.00	
	5 Accounting Technician				0.00	
	6 Assistant Library Director				55.00	
001-57-571-700-23500	Disability	2,095.44	2,590.00	1,099.38	1,500.00	

## 902

Rept:122 - Itemized Budget For Year 2024 Version 1  
LIBRARY 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-57-571-700-40000	Travel & Training	136.25	2,145.00	170.10	4,595.00	
	1 American Library Assoc Annual or MidWinter Conf				1,000.00	
	2 American Library Assoc online training for staff				900.00	
	3 Florida Library Association Annual Conference				500.00	
	4 Offsite training for staff				300.00	
	5 ICMA Leadership High Performance Academy				1,895.00	
001-57-571-700-41100	Telephone	296.42	370.00	176.74	300.00	
	1 Monthly Telephone fees for service				300.00	
001-57-571-700-41200	Postage & Shipping	79.76	100.00	1.77	3,300.00	
	1 Postage				3,300.00	
001-57-571-700-44200	Equipment Leases	2,778.00	2,250.00	2,567.73	1,850.00	
	1 Canon printer for staff				1,850.00	
001-57-571-700-46000	Repair & Maintenance	15.00	0.00	0.00	0.00	
001-57-571-700-46100	Equipment Maintenance Contract	6,082.65	11,400.00	11,978.28	11,800.00	
	1 Bibliotheca Annual Support & Maintenance				6,500.00	
	2 Krayon Laptop Kiosk Remote Admin Annual Service				200.00	
	3 Laptops Anytime Annual Hardware Svc Agreement				5,100.00	
001-57-571-700-47000	Printing	1,300.17	400.00	1,578.35	2,850.00	
	1 Business Cards				250.00	
	2 Canon printing				1,400.00	
	3 Universal Minuteman				1,200.00	
001-57-571-700-48000	PROMOTIONAL ACTIVITY	2,366.04	6,053.08	4,847.58	11,100.00	
	1 Little Free Library Program				3,000.00	
	2 Love Your Library				200.00	
	3 Outreach Programs / Materials				1,000.00	
	4 Promotional Materials				2,500.00	
	5 Programming - speaker or performer				2,400.00	
	6 Read for the Record				1,000.00	
	7 Summer Reading and Discovery Program				1,000.00	
001-57-571-700-49400	Uniforms & Clothing	701.61	1,244.50	932.23	1,200.00	
	1 Staff shirts or sweaters with logo				1,200.00	

Rept:122 - Itemized Budget For Year 2024 Version 1  
LIBRARY 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-57-571-700-51000	Office Supplies	853.97	1,075.00	1,048.58	1,500.00	
	1 Necessary office supplies - pens, calendars, folders, etc.				1,500.00	
001-57-571-700-52000	Operating Supplies	10,885.54	4,593.09	4,682.21	5,600.00	
	1 Supplies for programs				500.00	
	2 RFID Tags				2,500.00	
	3 Library Patron Cards				600.00	
	4 Material processing costs - Labels, Tags, Covers, etc.				2,000.00	
001-57-571-700-52700	Library Technology Software	635.76	4,130.00	1,759.90	8,950.00	
	1 Affinity update				3,000.00	
	2 Farronics - Deepfreeze maintenance				300.00	
	3 Farronics - Deep Freeze for public computers				600.00	
	4 Foxit Editor software assurance for laptops				700.00	
	5 Foxit Software Assurance for public computers				1,350.00	
	5 Laptops Anytime Annual Software Lic Agreement				3,000.00	
001-57-571-700-54200	Memberships, Dues, & Subscriptions	9,481.03	10,080.00	9,185.51	14,090.00	
	1 American Library Association Institutional dues				800.00	
	2 Association for Rural and Small Libraries (organizational)				200.00	
	3 Barrons				60.00	
	4 Booklist				175.00	
	5 Cengage - Gale				2,000.00	
	6 Craft and Hobby				1,000.00	
	7 Florida Library Association Institutional dues				800.00	
	8 Hornbook				200.00	
	9 Library Journal				250.00	
	10 Mometrix				250.00	
	11 New York Times				1,500.00	
	12 Newsbank - America's News				2,500.00	
	13 Palm Beach County Library Association				140.00	
	14 Palm Beach Post				1,000.00	
	15 ProLiteracy Membership				40.00	
	16 PosterMyWall annual Subscription				150.00	
	17 School Library Journal				250.00	
	18 South Florida Business Journal				600.00	
	19 Sun Sentinel				1,000.00	

Rept:122 - Itemized Budget For Year 2024 Version 1  
LIBRARY 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	20 Tech-Talk				275.00	
	21 Wall Street Journal				700.00	
	22 Zoom				200.00	
001-57-571-700-56000	Library Materials	26,662.66	21,650.91	17,757.08	28,600.00	
	1 Books				20,000.00	
	2 DVDs and Blu-Ray				1,000.00	
	3 E-books				2,500.00	
	4 Hoopla				3,000.00	
	5 Kanopy				1,500.00	
	6 LOTE Online for Kids				600.00	
	TOTAL OPERATING EXPENSES	77,380.08-	101,750.58-	96,159.07-	151,835.00-	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	415,904.68-	489,056.99-	402,796.85-	629,666.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

**NON-DEPARTMENTAL - 900**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**



Rept:123 - Itemized Budget For Year 2024 Version 1  
NON-DEPARTMENTAL 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	EXPENDITURES					
001-51-589-900-12600	Wage Adjustment 1	0.00	107,329.00	0.00	105,173.00	
	1 Projected Salary Increase Funds (3.5 %)				89,721.00	
	2 FICA on Projected Salary Increase				6,863.00	
	3 Retirement on Projected Salary Increase				6,249.00	
	4 Town Retirement Match				2,340.00	
001-51-589-900-31000	Professional Services	0.00	300,000.00	0.00	600,000.00	
	1 Town Code Review and Rewrite				600,000.00	
001-51-589-900-45000	Insurance	116,679.77	103,008.00	94,424.00	211,210.00	
001-51-589-900-45120	Insurance-Storage Tank	2,683.04	2,391.00	2,191.75	2,614.00	
001-51-589-900-49500	Insurance Claims Deductibles	0.00	0.00	9,999.00	0.00	
001-51-589-900-52500	Critical Expenses	572.23	0.00	0.00	0.00	
001-51-589-900-52700	American Rescue Plan Expense	451,788.20	305,600.00	851,032.06	0.00	
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	TOTAL OPERATING EXPENSES	571,723.24-	818,328.00-	957,646.81-	918,997.00-	
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001-51-589-900-71000	Principal - Series 2009	11,542.00	12,132.00	0.00	12,751.00	
	1 Bond 2009 Roof Replacement				7,084.00	
	2 2009 Bond Fuel Tanks				5,667.00	
001-51-589-900-71010	Principal - CRA Projects 2008	133,040.62	137,924.00	137,923.20	142,985.00	
	1 CRA 2008 A Alleyway Improvements				69,129.00	
	2 CRA 2008 Property Acquisition				73,856.00	
001-51-589-900-71020	Principal - FF Pension Settlement	99,593.67	103,249.00	103,248.76	0.00	
001-51-589-900-71030	Principal - CRA Projects 2009	177,908.00	49,594.00	0.00	0.00	
001-51-589-900-71040	Principal-Johnson Controls Sterling	56,999.06	60,094.00	60,094.00	63,331.00	
001-51-589-900-72000	Interest - Series 2009	1,861.32	1,273.00	635.76	652.00	
001-51-589-900-72010	Interest - CRA Projects 2008	35,738.67	30,767.00	16,648.69	25,613.00	
001-51-589-900-72020	Interest - FF Pension Settlement	5,616.77	1,895.00	1,894.61	0.00	
001-51-589-900-72030	Interest - CRA Projects 2009	7,669.23	5,198.00	1,795.32	0.00	

Rept:123 - Itemized Budget For Year 2024 Version 1  
NON-DEPARTMENTAL 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
001-51-589-900-72040	Interest-Johnson Controls Sterling	50,260.94	48,181.00	48,180.00	45,987.00	
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	TOTAL DEBT SERVICE	580,230.28-	450,307.00-	370,420.34-	291,319.00-	
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001-51-589-900-91110	Transfer to CRA - Current Year	959,790.00	1,162,739.00	1,162,739.00	1,338,794.00	
001-51-589-900-91601	Contribution - Police Actuary	62,090.00	62,090.00	0.00	62,090.00	
001-51-589-900-99901	Contingency	0.00	100,000.00	0.00	100,000.00	
001-51-589-900-99907	Transfer to Fund Balance	0.00	0.00	0.00	335,426.00	
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	TOTAL OTHER EXPENSES	1,021,880.00-	1,324,829.00-	1,162,739.00-	1,836,310.00-	
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	TOTAL DEPT EXPENDITURES	2,173,833.52-	2,593,464.00-	2,490,806.15-	3,046,626.00-	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **INSURANCE FUNDS**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:125 - Itemized Budget For Year 2024 Version 1  
INSURANCE FUND 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
150-341.001	Contributed Revenue - General Fund	134,140.22	118,050.00	108,213.27	239,289.00	
150-341.110	Contribution from CRA	0.00	981.00	899.25	2,738.00	
150-341.190	Contributed Revenue - Strts & Roads	5,909.68	8,720.00	7,994.25	19,337.00	
150-341.401	Contributed Revenue - Marina Fund	64,799.39	63,692.00	58,383.38	123,312.00	
150-341.402	Contributed Revenue-Stormwater	8,481.76	13,376.00	12,261.26	27,164.00	
150-341.404	Contributed Revenue - Sanitation Fd	74,484.08	72,575.00	66,528.00	136,069.00	
TOTAL REVENUE		287,815.13	277,394.00	254,279.41	547,909.00	
EXPENDITURES						
TOTAL PERSONNEL EXPENSES		0.00	0.00	0.00	0.00	
150-51-589-900-24000	Worker's Compensation Insurance	49,388.00	46,379.00	58,466.00	66,967.00	
150-51-589-900-45000	Insurance Expense - Prop/Liab	171,272.00	194,329.00	196,688.00	442,592.00	
150-51-589-900-45120	Insurance - Storage Tank Liability	0.00	2,391.00	2,391.00	2,614.00	
150-51-589-900-45500	Ins Exp-Marina Operator Liability	8,450.00	9,295.00	9,760.00	10,736.00	
150-51-589-900-49500	Insurance Claim Deductibles	56,021.59	25,000.00	1,778.53	25,000.00	
TOTAL OPERATING EXPENSES		285,131.59	277,394.00	269,083.53	547,909.00	

Rept:125 - Itemized Budget For Year 2024 Version 1  
INSURANCE FUND 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
	TOTAL OPERATING EXP	0.00	0.00	0.00	0.00	
	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
	TOTAL DEBT SERVICE - CO-OP	0.00	0.00	0.00	0.00	
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	

Rept:125 - Itemized Budget For Year 2024 Version 1  
 INSURANCE FUND 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL DEPT EXPENDITURES	285,131.59-	277,394.00-	269,083.53-	547,909.00-	
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	NET INCOME	2,683.54	0.00	14,804.12-	0.00	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **STREETS & ROADS FUND**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**



Rept:126 - Itemized Budget For Year 2024 Version 1  
STREETS & RDS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
190-312.410	Local Option Gas Tax	180,029.88	162,238.00	123,460.90	185,000.00	
190-312.420	New Local Option Gas Tax	82,088.37	74,488.00	56,108.27	84,000.00	
190-335.122	State Revenue Sharing (Fuel Tax)	94,345.88	65,415.00	54,752.94	107,000.00	
190-336.100	DOT Lighting Maint. 405121-1-72-16	27,819.00	27,009.00	29,608.41	30,000.00	
190-361.100	Interest Earnings	0.00	0.00	32.58	0.00	
190-369.100	Miscellaneous Revenue	0.24	0.00	0.00	0.00	
190-399.999	Balance Carryforward	0.00	179,168.00	0.00	0.00	
	TOTAL REVENUE	384,283.37	508,318.00	263,963.10	406,000.00	
EXPENDITURES						
190-54-541-190-12000	Regular Salaries	102,775.78	108,483.00	71,819.89	130,061.00	
	1 General Infrastructure Foreman				84,063.00	
	2 Maintenance Worker				41,600.00	
	3 Projected Salary Increase Funds (3.5%)				4,398.00	
190-54-541-190-14000	Overtime Salaries	660.64	400.00	1,384.68	400.00	
	1 Overtime Salaries				400.00	
190-54-541-190-15000	Special Pay	1,000.00	1,000.00	1,000.00	1,000.00	
	1 Longevity Pay - General Infrastructure Foreman				1,000.00	
190-54-541-190-21000	FICA Taxes	7,915.63	8,800.00	5,616.98	10,079.00	
	1 General Infrastructure Foreman				6,431.00	
	2 Maintenance Worker				3,182.00	
	3 Overtime Salaries				23.00	
	4 Longevity Pay - General Infrastructure Foreman				77.00	
	5 Projected Salary Increase Funds (8.5%)				366.00	
190-54-541-190-22000	Retirement	7,832.72	6,953.00	4,719.48	9,853.00	

Rept:126 - Itemized Budget For Year 2024 Version 1  
STREETS & RDS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 General Infrastructure Foreman				6,305.00	
	2 Maintenance Worker				3,120.00	
	3 Overtime Salaries				23.00	
	4 Longevity Pay - General Infrastructure Foreman				75.00	
	5 Projected Salary Increase Funds (3.5%)				330.00	
190-54-541-190-22100	Town Matching Retirement	3,823.40	3,765.00	3,146.32	4,420.00	
	1 General Infrastructure Foreman				4,203.00	
	2 Longevity Pay - General Infrastructure Foreman				50.00	
	3 Overtime Salaries				20.00	
	4 Projected Salary Increase Funds (3.5%)				147.00	
190-54-541-190-23100	Health Insurance	16,671.00	22,006.00	12,422.14	25,256.00	
	1 General Infrastructure Foreman				12,628.00	
	2 Maintenance Worker				12,628.00	
190-54-541-190-23200	Insurance - Dental	676.20	812.00	371.91	812.00	
	1 General Infrastructure Foreman				406.00	
	2 Maintenance Worker				406.00	
190-54-541-190-23300	Insurance - Life	170.52	209.00	76.46	186.00	
	1 General Infrastructure Foreman				79.00	
	2 Maintenance Worker				107.00	
190-54-541-190-23400	Insurance - Vision	87.21	110.00	55.08	110.00	
	1 General Infrastructure Foreman				55.00	
	2 Maintenance Worker				55.00	
190-54-541-190-23500	Disability	922.36	1,047.00	347.59	653.00	
	1 General Infrastructure Foreman				411.00	
	2 Maintenance Worker - vacant				242.00	
190-54-541-190-24000	Worker's Compensation Insurance	2,775.63	2,645.00	2,424.62	6,879.00	
	1 Worker's Compensation Insurance				6,879.00	
	TOTAL PERSONNEL EXPENSES	145,311.09-	156,230.00-	103,385.15-	189,709.00-	

Rept:126 - Itemized Budget For Year 2024 Version 1  
STREETS & RDS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
190-54-541-190-31000	Professional Services	46,720.07	58,369.00	101,430.64	60,250.00	
	1 DOT CDL Physicals				250.00	
	2 Engineering Services				50,000.00	
	3 Mailing Services for Notifications				3,000.00	
	4 Pavement Management Update				6,000.00	
	5 Language Translation Services				1,000.00	
190-54-541-190-34000	Contractual Services	0.00	1,972.00	1,010.65	1,972.00	
	1 WO/Asset Management				1,972.00	
190-54-541-190-40000	Travel & Training	454.00	650.00	0.00	650.00	
	1 MOT Training				150.00	
	2 Misc. Training				500.00	
190-54-541-190-41100	Telephone	1,490.39	2,640.00	792.72	2,640.00	
	1 Cell Phones				1,200.00	
	2 Cell Service for Tablet				480.00	
	3 Cellular Service for Street Cameras (4)				960.00	
190-54-541-190-43000	Utilities - Electric	87,063.23	66,000.00	66,227.70	66,000.00	
	1 Electric for Street Lighting				66,000.00	
190-54-541-190-44100	Rentals	570.32	4,000.00	1,275.12	4,000.00	
	1 Rental of Bucket Truck, Compactors, etc.				4,000.00	
190-54-541-190-44200	Equipment Leases	5,688.60	6,300.00	4,266.45	6,300.00	
	1 Vehicle Leases				6,300.00	
190-54-541-190-45000	Insurance - Liability,Property, etc	3,134.05	6,076.00	5,569.63	12,458.00	
	1 Insurance				12,458.00	
190-54-541-190-46000	Repairs & Maintenance	1,833.91	3,000.00	2,972.22	3,000.00	
	1 Tractor, New Holland & Trailers Repairs				2,000.00	
	2 Misc. Equipment Repairs				1,000.00	

Rept:126 - Itemized Budget For Year 2024 Version 1  
STREETS & RDS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
190-54-541-190-46300	Vehicle Parts & Supplies	210.73	3,250.00	0.00	3,250.00	
	1 Fuel Cards for Vehicles & Equipment				250.00	
	2 Trailer Tires & Parts				1,500.00	
	3 Misc. Vehicle & Large Equipment Parts				1,500.00	
190-54-541-190-46600	Traffic Signs & Signals	19,551.33	46,850.50	28,927.95	25,000.00	
	1 Street & Enforcement Signs				20,000.00	
	2 Sign Posts, Hardware & Concrete				5,000.00	
190-54-541-190-47000	Printing	0.00	3,675.00	3,671.95	0.00	
190-54-541-190-49400	Uniforms & Clothing	2,030.17	2,400.00	1,224.82	2,400.00	
	1 Uniforms				1,400.00	
	2 Safety Shoes & PPEs				1,000.00	
190-54-541-190-51000	Office Expense	0.00	1,000.00	529.47	1,000.00	
	1 Office Supplies				1,000.00	
190-54-541-190-52000	Operating Supplies	9,121.46	15,995.00	5,076.83	21,670.00	
	1 Electrical Parts for Street Lights				6,000.00	
	2 Asphalt for Potholes				3,000.00	
	3 Traffic Cones & Barricades				3,000.00	
	4 Annual Asset Management System Renewal				3,500.00	
	5 Annual GIS License Renewal				2,170.00	
	6 Misc. Parts & Supplies				4,000.00	
190-54-541-190-52100	Gasoline & Diesel Fuel	3,334.75	3,300.00	2,240.95	3,300.00	
	1 Fuel Allocation				3,300.00	
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	TOTAL OPERATING EXPENSES	181,203.01-	225,477.50-	225,217.10-	213,890.00-	
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190-54-541-190-63020	Improvements - Roads	24,162.50	6,937.50	1,937.50	10,000.00	
	1 Road Striping				10,000.00	

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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **SPECIAL PROJECTS FUND**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:127 - Itemized Budget For Year 2024 Version 1  
SPECIAL PROJECTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
301-337.316	GRANT - PBC R2007-2154/SLVR BCH LTS	3,463.24	3,379.00	3,319.09	0.00	
301-337.327	GRANT - CDBG FY 2020-21	25,510.35	0.00	86,074.65	0.00	
301-337.330	Lake Shore Drive Line Item Appropri	0.00	0.00	5,122.80	0.00	
301-337.332	Lake Shore Drive 4337-149-R	0.00	0.00	3,223.35	0.00	
301-337.715	Grant - Historical Resources	0.00	325,000.00	81,250.00	0.00	
301-338.100	PBC Discretionary Surtax	853,455.66	700,000.00	589,952.68	795,000.00	
301-369.200	Donation - Lake Shore Playground	0.00	0.00	40,000.00	0.00	
301-399.999	Balance Brought Forward	0.00	143,023.00	0.00	34,000.00	
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	TOTAL REVENUE	882,429.25	1,171,402.00	808,942.57	829,000.00	
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EXPENDITURES						
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301-52-521-301-63100	PBC Discretionary Surtax Projects	109,932.13	1,171,957.00	392,370.72	829,000.00	
	1 Replace Security Camera System				80,000.00	
	2 Library Roof				266,000.00	
	3 BPSO Fencing				100,000.00	
	4 PW Visitor Parking				26,000.00	
	5 Repair/Replacement of Sidewalks				275,000.00	
	6 Matching Funds for Ilex Park & Playground				48,000.00	
	7 PBSO Awning				34,000.00	
301-54-541-301-63823	GRANT - CDBG FY 2020-21	80,835.00	555.00-	55,433.00	0.00	
301-54-541-301-64100	Machinery & Equipment	0.00	0.00	40,000.00	0.00	
301-55-552-301-31020	PBC R2010-1486 Silver Beach Road	3,299.31	0.00	2,591.69	0.00	

Rept:127 - Itemized Budget For Year 2024 Version 1  
SPECIAL PROJECTS 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
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	TOTAL OPERATING EXPENSES	194,066.44-	1,171,402.00-	490,395.41-	829,000.00-	
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	TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	
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	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
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	TOTAL DEPT EXPENDITURES	194,066.44-	1,171,402.00-	490,395.41-	829,000.00-	
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	NET INCOME	688,362.81	0.00	318,547.16	0.00	
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# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **MARINA FUND**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
401-331.100	American Rescue Plan Funds	0.00	0.00	138,382.07	0.00	
401-347.500	Facilities Rental	8,640.00	8,640.00	7,920.00	8,640.00	
401-347.512	Wet Slips	1,013,513.51	960,000.00	828,209.50	1,378,275.00	
401-347.610	Ramp Fees	33,540.41	31,000.00	27,999.22	33,000.00	
401-347.611	Trailer Storage	15,961.69	0.00	0.00	0.00	
401-347.612	Parking Fees - Overnight	39,719.52	30,000.00	33,072.95	30,000.00	
401-347.614	UTILITY CHARGES - TRANSIENT	4,679.45	3,000.00	4,440.08	4,000.00	
401-347.616	Utility Charges	114,445.71	115,000.00	92,530.45	118,000.00	
401-347.618	Pump Out	495.00	300.00	315.00	300.00	
401-347.619	Water Tank Refill	260.00	300.00	190.00	300.00	
401-349.900	Collection Fees	0.00	0.00	0.00	1,200,000.00	
401-359.100	Interest/Finance Charges	148.39	500.00	4.58	200.00	
401-361.120	Sales Tax Commissions	360.00	200.00	240.00	200.00	
401-369.106	Laundry Vending	366.75	300.00	273.25	300.00	
401-369.150	Merchandise	2,594.75	2,000.00	2,205.85	2,000.00	
401-369.200	Gasoline Sales	467,884.64	587,250.00	276,898.79	548,100.00	
401-369.201	Diesel	207,295.17	311,750.00	117,574.89	290,000.00	
401-381.160	Transfer from Public Improvement Fu	401,935.44	0.00	0.00	0.00	
401-389.190	Miscellaneous Revenue	0.60	300.00	24.57	50.00	
401-389.200	Cash Over/Short	0.39-	0.00	3.00	0.00	
401-399.999	BALANCE BROUGHT FORWAR	0.00	433,598.00	0.00	0.00	
TOTAL REVENUE		2,311,840.64	2,484,138.00	1,530,284.20	3,613,365.00	
EXPENDITURES						
401-57-579-800-11000	Executive Salaries	117,888.71	118,082.00	78,756.62	125,000.00	
	1 Marina Director				125,000.00	
401-57-579-800-12000	Regular Salaries	161,500.81	242,688.00	125,079.68	288,824.00	
	1 Dock Attendant				39,324.00	
	2 Dock Attendant				43,770.00	

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	3 Dock Attendant - vacant				39,324.00	
	4 Dock Attendant - Vacant				39,324.00	
	5 Marina Maintenance Worker II				48,173.00	
	6 Dock Master				64,916.00	
	7 Projected Salary Increase Funds (3.5%)				13,993.00	
401-57-579-800-14000	Overtime Salaries	17,782.18	10,000.00	7,179.65	10,000.00	
	1 Overtime Salaries				10,000.00	
401-57-579-800-15000	Special Pay	726.00	1,220.00	1,220.00	1,220.00	
	1 Telephone Stipend				720.00	
	2 Longevity Pay - Dock Master				500.00	
401-57-579-800-16000	Compensated Vacation Leave	7,896.79-	0.00	0.00	0.00	
401-57-579-800-21000	FICA	22,430.01	28,398.00	15,662.28	32,821.00	
	1 Marina Director				9,563.00	
	2 Dock Attendant				3,008.00	
	3 Dock Attendant				3,348.00	
	4 Dock Attendant - vacant				3,008.00	
	5 Dock Attendant - Vacant				3,008.00	
	6 Marina Maintenance Worker II				3,685.00	
	7 Dock Master				4,966.00	
	8 Overtime Salaries				765.00	
	9 Longevity - Dock Master				38.00	
	10 Projected Salary Increase Funds (3.5%)				1,070.00	
	11 Opt-Out Payment				362.00	
401-57-579-800-22000	Retirement	22,325.29	23,104.00	11,551.40	26,147.00	
	1 Marina Director				8,594.00	
	2 Dock Attendant				2,949.00	
	3 Dock Attendant				3,283.00	
	4 Dock Attendant - Vacant				1,475.00	
	5 Dock Attendant - Vacant				1,475.00	
	6 Marina Maintenance Worker II				1,807.00	
	7 Dock Master				4,869.00	
	8 Overtime Salaries				750.00	
	9 Longevity Pay				38.00	
	10 Projected Salary Increase Funds (3.5%)				907.00	

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
401-57-579-800-22100	Town Retirement Matching	4,033.54	2,399.00	2,383.10	4,180.00	
	1 Marina Director				0.00	
	2 Dock Attendant				0.00	
	3 Dock Attendant				1,641.00	
	4 Dock Attendant - vacant				0.00	
	5 Dock Attendant - Vacant				0.00	
	6 Marina Maintenance Worker II				0.00	
	7 Dock Master				2,048.00	
	8 Overtime Salaries				330.00	
	9 Longevity Pay				19.00	
	10 Projected Salary Increase Funds (3.5%)				142.00	
401-57-579-800-23100	Health Insurance	51,080.07	82,779.00	39,766.86	98,659.00	
	1 Marina Director				26,644.00	
	2 Dock Attendant - vacant				12,628.00	
	3 Dock Attendant				0.00	
	4 Dock Attendant				12,628.00	
	5 Dock Attendant				12,628.00	
	6 Marina Maintenance Worker II				12,628.00	
	7 Dock Master				21,503.00	
401-57-579-800-23150	Opt-Out Payment	2,600.40	0.00	3,152.00	4,728.00	
	10 Opt-Out Payment				4,728.00	
401-57-579-800-23200	Insurance - Dental	1,791.93	2,774.00	1,081.92	2,436.00	
	1 Marina Director				406.00	
	2 Dock Attendant - vacant				406.00	
	3 Dock Attendant				0.00	
	4 Dock Attendant				406.00	
	5 Dock Attendant				406.00	
	6 Marina Maintenance Worker II				406.00	
	7 Dock Master				406.00	
401-57-579-800-23300	Insurance - Life	537.84	807.00	292.14	703.00	
	1 Marina Director				122.00	
	2 Dock Attendant				93.00	
	3 Dock Attendant				95.00	
	4 Dock Attendant - vacant				83.00	

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	5 Dock Attendant				83.00	
	6 Marina Maintenance Worker II				105.00	
	7 Dock Master - Vacant				122.00	
401-57-579-800-23400	Insurance - Vision	257.04	376.00	133.11	330.00	
	1 Marina Director				55.00	
	2 Dock Attendant				0.00	
	3 Dock Attendant				55.00	
	4 Dock Attendant - vacant				55.00	
	5 Dock Attendant				55.00	
	6 Marina Maintenance Worker II				55.00	
	7 Dock Master				55.00	
401-57-579-800-23500	Disability	2,264.58	3,371.00	803.14	1,919.00	
	1 Marina Director				536.00	
	2 Dock Attendant				213.00	
	3 Dock Attendant				219.00	
	4 Dock Attendant - vacant				186.00	
	5 Dock Attendant				186.00	
	6 Marina Maintenance Worker II				237.00	
	7 Dock Master				342.00	
401-57-579-800-24000	Worker's Compensation Insurance	4,676.98	4,223.00	3,871.12	10,199.00	
	1 Worker's Compensation Insurance				10,199.00	
401-57-579-800-25100	Unemployment Compensation	1,925.00-	0.00	0.00	0.00	
	TOTAL PERSONNEL EXPENSES	400,073.59-	520,221.00-	290,933.02-	607,166.00-	
401-57-579-800-31000	Professional Services	256,719.33	0.00	273.85	0.00	
401-57-579-800-31100	Professional Svc. - Town Attorney	0.00	2,000.00	0.00	2,000.00	
401-57-579-800-34000	Contractual Services	130,738.44	113,796.00	108,900.44	126,095.00	
	1 CWA Landscape & Trees				51,600.00	
	2 Pest Control				1,250.00	
	3 Janitorial Svcs.				6,700.00	

Town of Lake Park  
Print Itemized Budgets

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Passport Labs				600.00	
	5 Dockmaster Support				5,355.00	
	6 United Special Svcs.				59,000.00	
	7 ALFI				300.00	
	8 Onsite Wastewater				840.00	
	9 Sea Spill				450.00	
401-57-579-800-34911	Merchandise	1,880.81	1,000.00	1,309.06	1,000.00	
401-57-579-800-40000	Travel & Training	135.63	3,000.00	20.00	5,000.00	
	1 AMI AMM Course Tyler Dec 3-8, 2023				3,795.00	
	2 Misc				1,205.00	
401-57-579-800-41100	Telephone	5,642.63	5,600.00	4,296.35	5,600.00	
401-57-579-800-41200	Postage & Shipping	381.66	200.00	2.85	200.00	
401-57-579-800-43000	Utilities	92,709.71	75,000.00	69,396.87	96,700.00	
401-57-579-800-43250	Garbage & Trash	20,642.01	28,000.00	21,647.42	25,000.00	
401-57-579-800-44100	Rentals	800.00	500.00	0.00	0.00	
401-57-579-800-44200	Equipment Leases	7,350.72	5,840.00	6,438.79	6,000.00	
401-57-579-800-45000	Insurance	51,672.45	50,173.00	45,991.88	102,876.00	
401-57-579-800-45400	Insurance-Liquor Liability	0.00	1,366.00	0.00	1,400.00	
401-57-579-800-45500	INS - EXP MARINA OPERATOR LIABILITY	8,449.96	9,295.00	8,520.38	10,736.00	
401-57-579-800-46000	Repair & Maintenance	48,757.14	81,000.00	27,534.26	81,000.00	
	1 103 Building				3,000.00	
	2 105 Building				28,000.00	
	3 North Docks				15,000.00	
	4 South Docks				15,000.00	
	5 Other				10,000.00	
	7 Replace (2) Pumpout Stations				10,000.00	
401-57-579-800-46100	Equipment Maintenance Contract	2,096.99	2,000.00	1,404.41	2,000.00	
401-57-579-800-46500	Hurricane Irma	11,984.67	0.00	0.00	0.00	
401-57-579-800-46600	Signs & Signals	1,186.00	1,200.00	439.29	1,200.00	
401-57-579-800-47000	Printing	637.10	500.00	303.59	500.00	
401-57-579-800-47100	Photocopying	243.90	500.00	252.00	500.00	
401-57-579-800-48000	Promotional Activity	0.00	3,000.00	0.00	0.00	
401-57-579-800-48100	Advertising	6,990.00	4,000.00	5,435.00	4,000.00	
401-57-579-800-49400	Uniforms & Clothing	322.36	2,500.00	1,933.04	2,500.00	
401-57-579-800-49600	Bank Charges / Admin Fees	73,287.05	42,000.00	53,254.40	70,000.00	

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
401-57-579-800-51000	Office Supplies	2,234.47	1,500.00	433.99	1,500.00	
401-57-579-800-52000	Operating Supplies	16,560.45	20,591.27	22,069.82	15,000.00	
	1 Misc				15,000.00	
401-57-579-800-52100	Gasoline & Diesel Fuel	1,685.56	300.00	204.48	300.00	
401-57-579-800-52110	Gasoline	320,428.31	405,000.00	182,178.30	378,000.00	
401-57-579-800-52120	Diesel Fuel	139,989.16	215,000.00	81,069.73	200,000.00	
401-57-579-800-52200	Small Tools & Others	587.11	500.00	257.48	500.00	
401-57-579-800-52700	American Rescue Plan Expense	0.00	137,639.00	138,382.07	0.00	
401-57-579-800-54200	Memberships, Dues, & Subscriptions	717.88	500.00	468.42	500.00	
401-57-579-800-59000	Depreciation Expense	524,306.49	0.00	0.00	0.00	
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	TOTAL OPERATING EXPENSES	1,729,137.99-	1,213,500.27-	782,418.17-	1,140,107.00-	
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401-57-579-800-61510	Grant-PBC Property Acq.-115 Fed Hwy	2,400,000.00	0.00	0.00	0.00	
401-57-579-800-63000	Improvement Other Than Bldg	0.00	0.00	0.00	92,000.00	
	1 Phase 2 of Piling Replacement				92,000.00	
401-57-579-800-64100	Machinery & Equipment	8,925.75	0.00	0.00	0.00	
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	TOTAL CAPITAL OUTLAY	2,408,925.75-	0.00	0.00	92,000.00-	
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401-57-579-800-71000	Principal	0.00	247,448.00	47,447.86	267,030.00	
	1 BANK OF NEW YORK 1.0				215,000.00	
	2 BANK OF AMERICA 2.4				33,986.00	
	3 BANK OF AMERICA 3.2				18,044.00	
401-57-579-800-72000	Interest	102,291.66	92,115.00	46,614.76	79,213.00	
	1 BANK OF NEW YORK 1.0				69,763.00	

Rept:128 - Itemized Budget For Year 2024 Version 1  
MARINA

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 BANK OF AMERICA 2.4				4,647.00	
	3 BANK OF AMERICA 3.2				4,803.00	
401-57-579-800-73200	Other Debt Service Cost	3,860.16	3,000.00	1,030.83	3,500.00	
	TOTAL DEBT SERVICE	106,151.82-	342,563.00-	95,093.45-	349,743.00-	
	TOTAL GRANTS & AIDS	0.00	0.00	0.00	0.00	
401-57-579-800-99110	Transfer to General Fund	10,000.00	10,000.00	10,000.00	985,665.00	
	1 Payment for Johnson Controls				10,000.00	
	2 Partial Repayment of Due-to General Fund				975,665.00	
401-57-579-800-99401	Indirect Cost Allocation	337,329.12	397,854.00	364,699.50	438,684.00	
	TOTAL OTHER	347,329.12-	407,854.00-	374,699.50-	1,424,349.00-	
	TOTAL DEPT EXPENSES	4,991,618.27-	2,484,138.27-	1,543,144.14-	3,613,365.00-	
	NET INCOME	2,679,777.63-	0.27-	12,859.94-	0.00	



# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **STORMWATER FUND**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
402-311.120	Delinquent Stormwater Assessments	547.15	0.00	145.50	0.00	
402-331.100	American Rescue Plan Revenue	109,436.50	95,000.00	136,648.45	0.00	
402-334.460	State Grant - DEP	30,000.00	0.00	0.00	0.00	
402-337.330	Lake Shore Drive Grant	1,313,919.48	0.00	311,059.80	0.00	
402-361.100	Interest Income	60.76	0.00	529.80	0.00	
402-363.120	Stormwater Assessments	950,907.43	1,071,306.00	985,435.94	2,046,663.00	
402-364.100	Sale of Surplus Property	13,213.24	0.00	0.00	0.00	
402-369.100	Miscellaneous Revenue	0.74	0.00	0.00	0.00	
402-399.999	Balance Brought Forward	0.00	480,562.00	0.00	0.00	
TOTAL REVENUE		2,418,085.30	1,646,868.00	1,433,819.49	2,046,663.00	
EXPENDITURES						
402-53-538-402-12000	Regular Salaries	93,176.97	173,844.00	77,784.89	205,164.00	
	1 Stormwater Infrastructure Foreman				62,704.00	
	2 Stormwater Technician I				45,479.00	
	3 Stormwater Technician II - Vacant				45,022.00	
	4 Stormwater Technician II - Vac				45,022.00	
	5 Projected Salary Increase Fund (3.5%)				6,937.00	
402-53-538-402-14000	Overtime Salaries	247.63	2,500.00	2,560.05	2,918.00	
	1 Overtime Salaries				2,918.00	
402-53-538-402-15000	Special Pay	0.00	0.00	0.00	3,000.00	
	10 Longevity Pay - Stormwater Infrastructure Foreman				2,000.00	
	20 Longevity Pay - Stormwater Technician I				1,000.00	
402-53-538-402-16000	Compensated Vacation Leave	745.66	0.00	0.00	0.00	
402-53-538-402-21000	FICA Taxes	5,685.60	13,490.00	4,931.66	16,115.00	
	1 Stormwater Infrastructure Foreman				4,797.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Stormwater Technician I				3,479.00	
	3 Stormwater Technician II - vacant				3,444.00	
	4 Stormwater Technician II - vacant				3,444.00	
	5 Overtime Salaries				191.00	
	6 Longevity Pay				230.00	
	7 Projected Salary Increase Funds (3.5%)				530.00	
402-53-538-402-22000	Retirement	7,013.30	10,293.00	6,115.16	12,305.00	
	1 Stormwater Infrastructure Foreman				4,703.00	
	2 Stormwater Technician				3,411.00	
	3 Stormwater Technician II - vacant				1,688.00	
	4 Stormwater Technician II - vacant				1,688.00	
	5 Overtime Salaries				188.00	
	6 Longevity Pay				225.00	
	7 Projected Salary Increase Fund (3.5%)				402.00	
402-53-538-402-22100	Town Retirement Matching	3,103.66	3,298.00	2,669.89	4,432.00	
	1 Stormwater Infrastructure Foreman				3,135.00	
	2 Stormwater Technician I				910.00	
	3 Stormwater Technician II - vacant				0.00	
	4 Stormwater Technician II - vacant				0.00	
	5 Overtime Salaries				125.00	
	6 Longevity Pay				120.00	
	7 Projected Salary Increase Funds (3.5%)				142.00	
402-53-538-402-23100	Health Insurance	34,808.88	58,462.00	34,671.74	71,623.00	
	1 Stormwater Infrastructure Foreman				26,644.00	
	2 Stormwater Technician I				19,723.00	
	3 Stormwater Technician II - vacant				12,628.00	
	4 Stormwater Technician II - vacant				12,628.00	
402-53-538-402-23200	Insurance - Dental	811.44	1,556.00	608.58	1,624.00	
	1 Stormwater Infrastructure Foreman				406.00	
	2 Stormwater Technician I				406.00	
	3 Stormwater Technician II - vacant				406.00	
	4 Stormwater Technician II - vacant				406.00	
402-53-538-402-23300	Insurance - Life	256.32	480.00	165.50	422.00	
	1 Stormwater Infrastructure Foreman				122.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	2 Stormwater Technician I				100.00	
	3 Stormwater Technician II - vacant				100.00	
	4 Stormwater Technician II - vacant				100.00	
402-53-538-402-23400	Insurance - Vision	110.16	212.00	82.62	220.00	
	1 Stormwater Infrastructure Foreman				55.00	
	2 Stormwater Technician I				55.00	
	3 Stormwater Technician II - vacant				55.00	
	4 Stormwater Technician II - vacant				55.00	
402-53-538-402-23500	Disability	865.80	1,594.00	400.15	985.00	
	1 Stormwater Infrastructure Foreman				307.00	
	2 Stormwater Technician I				226.00	
	3 Stormwater Technician II - vacant				226.00	
	4 Stormwater Technician II - vacant				226.00	
402-53-538-402-24000	Worker's Compensation Insurance	4,988.13	4,750.00	4,354.13	9,477.00	
	1 Worker's Compensation Insurance				9,477.00	
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	TOTAL PERSONNEL EXPENSES	151,813.55-	270,479.00-	134,344.37-	328,285.00-	
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402-53-538-402-31000	Professional Services	31,616.59	338,663.78	334,797.04	106,211.00	
	1 DOT Physicals				375.00	
	2 NPDES Assessment (Regulatory Requirement)				6,500.00	
	3 Water Quality Monitoring Report (Regulatory Requirement)				8,500.00	
	4 Pollutant Loading Analysis (Regulatory Requirement)				7,000.00	
	5 Evaluation & Response Plan (Regulatory Requirement)				9,975.00	
	6 Annual ESU Re-Certification				8,000.00	
	7 Engineering Services for Misc. Projects				64,861.00	
	8 Translation Services				1,000.00	
402-53-538-402-34000	Contractual Services	15,727.78	65,072.00	15,395.12	74,025.00	
	1 TVing/Cleaning Stormwater Pipes/Basins				58,953.00	
	2 Water Sample Testing				5,000.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	3 Vehicle Camera Monitoring				2,100.00	
	4 Recurring Maintenance LSD Pumps				6,000.00	
	5 WO/Asset Management				1,972.00	
402-53-538-402-34010	Permit Fees - NPDES	4,250.00	4,250.00	4,486.13	4,500.00	
	1 Annual NPDES MS4 Group Program				4,500.00	
402-53-538-402-40000	Travel & Training	1,717.00	1,800.00	774.00	1,854.00	
	1 Stormwater Operator Re-Certification				900.00	
	2 MOT Training				300.00	
	3 Misc. Training				654.00	
402-53-538-402-41100	Telephone	1,457.40	1,230.00	1,227.30	1,880.00	
	1 Cell Phones				800.00	
	2 Cell Service for Tablets				780.00	
	3 Air Card				300.00	
402-53-538-402-41200	Postage & Shipping	602.85	500.00	66.00	515.00	
	1 Postage for Informational Mailings.				515.00	
402-53-538-402-43000	Utilities	2,827.39	12,600.00	2,117.76	14,553.00	
	1 Electric for Stormwater Pump Stations				11,553.00	
	2 Water for VacCon & Sweeper				3,000.00	
402-53-538-402-44100	Rentals	0.00	1,500.00	98.31	1,545.00	
	1 Misc. Tool/Equipment Rental				1,545.00	
402-53-538-402-44200	Equipment Leases	5,521.50	6,000.00	4,720.14	32,662.00	
	1 Vehicle Lease for Van #551 Replacement				12,660.00	
	2 Vehicle Lease for New Truck w/Crane				20,002.00	
402-53-538-402-45000	Insurance-Liability, Property, Etc	3,493.63	8,626.00	7,907.13	17,687.00	
	1 Insurance				17,687.00	
402-53-538-402-46000	Repairs & Maintenance	30,961.30	373,317.43	137,196.23	367,000.00	
	1 Stormwater Pipe/Basin Joint Repairs				165,000.00	
	2 Stormwater Pipe Depression Repairs				165,000.00	
	3 Sweeper, VacCon, & Lg. Equipment Repairs				25,000.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Vehicle Camera Installations for 3 Units				12,000.00	
402-53-538-402-46080	Repairs & Maintenance - Lines	0.00	0.00	0.00	390,247.00	
	1 311 9th ST RCP Exfiltration				200,000.00	
	2 310 4th ST CIPP Lining				40,000.00	
	3 704 W Jasmine DR CIPP Lining				25,000.00	
	4 410 6th ST CIPP Lining				20,000.00	
	5 Seminal Rd				105,247.00	
402-53-538-402-46300	Vehicle Parts & Supplies	2,802.51	5,000.00	6,963.47	5,000.00	
	1 Sweeper, VacCon, & Lg. Equipment Parts				5,000.00	
402-53-538-402-47000	Printing	0.00	2,410.00	2,889.81	3,800.00	
	1 Printing Services				3,800.00	
402-53-538-402-48100	Advertising	0.00	0.00	1,666.81	0.00	
402-53-538-402-49400	Uniforms	2,040.33	2,400.00	1,059.34	2,472.00	
	1 Uniforms				1,472.00	
	2 Safety Shoes & PPEs				1,000.00	
402-53-538-402-51000	Office Supplies	657.33	1,000.00	966.83	1,030.00	
	1 Office Supplies				1,030.00	
402-53-538-402-52000	Operating Supplies	17,945.54	24,493.33	17,569.24	22,990.00	
	1 Sod for Swale Restorations				7,370.00	
	2 Traffic Cones & Barricades				2,000.00	
	3 Supplies needed for Inspecting/Making Small Repairs				1,800.00	
	4 Misc. Parts & Supplies				2,000.00	
	5 Annual Admin. Tax Roll Cost				150.00	
	6 Annual Asset Management System Renewal				3,500.00	
	7 Annual GIS License Renewal				2,170.00	
	8 SCBA Unit				4,000.00	
402-53-538-402-52100	Gasoline & Diesel Fuel	8,833.30	8,400.00	6,769.02	10,000.00	
	1 Fuel Allocation				10,000.00	
402-53-538-402-52200	Small Tools & Others	198.00	500.00	0.00	515.00	
	1 Misc. Small Tools				515.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
402-53-538-402-52700	American Rescue Plan Expenses	0.00	25,275.00	137,177.20	0.00	
402-53-538-402-54200	Memberships, Dues, & Subscriptions	500.00	10,500.00	778.05	10,815.00	
	1 FL Stormwater Assoc. Annual Renewal				500.00	
	2 Sunshine 811 Service				10,315.00	
402-53-538-402-59000	Depreciation Expense	188,187.74	0.00	0.00	0.00	
	TOTAL OPERATING EXPENSES	319,340.19-	893,537.54-	684,624.93-	1,069,301.00-	
402-53-538-402-63010	Improvements - Drainage	0.00	75,000.00	0.00	75,000.00	
	1 Drainage Projects				75,000.00	
402-53-538-402-64100	Machinery & Equipment	0.00	125,000.00	0.00	208,500.00	
	1 New Holland Skid Steer/Loader (#62)				75,000.00	
	2 60" Bad Boy Maverik H/D Riding Mower				12,000.00	
	3 36" Bad Boy Walk Behind Mower w/attachment				7,000.00	
	4 20' Enclosed Lawn Trailer				15,000.00	
	5 Misc. Grounds Maintenance Tools				10,000.00	
	6 4" Gas Powered De-Watering Pump				4,000.00	
	7 Stormwater Pumping Station Monitoring				8,000.00	
	8 VacCon Replacement 500ft. Jet Hose				2,500.00	
	9 MadVac Elec. Litter Vacuum (50% Split w/Grounds)				75,000.00	
	TOTAL CAPITAL OUTLAY	0.00	200,000.00-	0.00	283,500.00-	
402-53-538-402-71000	Principal	0.00	51,916.00	51,916.15	208,506.00	
	1 Street Sweeper - Principal Payment 5 of 5				53,681.00	
	2 Vac Con Truck #52 - Principal Payment 1 of 4				154,825.00	

Rept:129 - Itemized Budget For Year 2024 Version 1  
STORMWATER 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
402-53-538-402-72000	Interest	0.00	0.00	3,590.31	0.00	
402-53-538-402-72100	Interest	4,728.38	3,590.00	0.00	37,134.00	
	1 Street Sweeper - Interest Payment 5 of 5				1,825.00	
	2 Vac Con Truck #52 - Interest Payment 1 of 4				35,309.00	
	TOTAL DEBT SERVICE	4,728.38-	55,506.00-	55,506.46-	245,640.00-	
402-53-538-402-99402	Indirect Cost Allocation	168,664.56	227,345.00	208,399.62	250,676.00	
	TOTAL OTHER EXPENSES	168,664.56-	227,345.00-	208,399.62-	250,676.00-	
	TOTAL DEPT EXPENDITURES	644,546.68-	1,646,867.54-	1,082,875.38-	2,177,402.00-	
	NET INCOME	1,773,538.62	0.46	350,944.11	130,739.00-	
		=====	=====	=====	=====	



# **TOWN OF LAKE PARK PROPOSED BUDGET**

## **SANITATION FUND**

### **FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
404-311.120	Delinquent Refuse Assessments	0.00	0.00	227.84	0.00	
404-343.410	Commercial Assessment - SWA	89,250.80	0.00	71,023.08	0.00	
404-343.420	Commercial User Fees - TLP	934,716.11	1,117,400.00	956,600.52	2,375,540.00	
	1 Commercial User Fees				1,715,716.00	
	2 MultiFamily User Fees				659,824.00	
404-343.500	Residential Assessments - SWA	845,786.54	990,000.00	668,800.70	884,845.00	
404-343.510	Residential User Fees - TLP	860.71	5,000.00	2,127.49	2,000.00	
404-343.610	Recycling Income	4,662.03	2,000.00	0.00	2,000.00	
404-349.100	Service Charge - Dishonored Checks	0.00	0.00	80.89	0.00	
404-354.100	Penalties	17,175.00	14,000.00	15,906.50	14,000.00	
404-361.100	Interest Earnings	2,689.93	0.00	10,108.51	0.00	
404-361.110	Interest Earnings - Tax Collector	0.00	0.00	397.07	0.00	
404-364.100	Sale of Surplus Property	6,476.79	0.00	56,543.04	0.00	
404-365.100	Sale of Scrap Material	0.00	0.00	229.50	0.00	
404-369.100	Miscellaneous Revenue	78.78	0.00	10,261.04	0.00	
404-369.200	Container Proceeds	1,471.34	0.00	0.00	0.00	
404-369.300	Locking Device Proceeds	195.00	500.00	200.00	0.00	
404-369.400	Service Reinstatement Fees	100.00	0.00	100.00	0.00	
404-399.999	Balance Brought Forward	0.00	317,993.00	0.00	0.00	
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	TOTAL REVENUE	1,901,741.61	2,446,893.00	1,792,606.18	3,278,385.00	
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EXPENDITURES						
404-53-534-404-12000	Regular Salaries	285,045.49	347,047.00	227,905.43	462,192.00	
	1 Sanitation Foreman				84,136.00	
	2 Sanitation Foreman				66,262.00	
	3 Sanitation Truck Operator II - vacant				45,022.00	
	4 Sanitation Truck Operator II - Vacant				45,022.00	
	5 Sanitation Truck Operator II - vacant				45,022.00	
	6 Sanitation Truck Operator I				45,702.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	7 Sanitation Truck Operator I				39,324.00	
	8 Sanitation Truck Operator I - Vacant				39,324.00	
	9 Sanitation Truck Operator Trainee				36,751.00	
	10 Projected Salary Increase Funds (3.5%)				15,627.00	
404-53-534-404-13000	Other & Part Time Salaries	86.21	0.00	0.00	0.00	
404-53-534-404-14000	Overtime Salaries	13,086.22	18,000.00	19,640.32	20,041.00	
	1 Overtime Salaries				20,041.00	
404-53-534-404-15000	Special Pay	0.00	3,000.00	3,000.00	1,000.00	
	1 Longevity Pay - Sanitation Foreman				1,000.00	
404-53-534-404-16000	Compensated Vacation Leave	2,550.34-	0.00	0.00	0.00	
404-53-534-404-21000	FICA	21,833.87	31,739.00	18,697.41	36,806.00	
	1 Sanitation Foreman				6,436.00	
	2 Sanitation Foreman				5,069.00	
	3 Sanitation Truck Operator II - Vacant				3,444.00	
	4 Sanitation Truck Operator II - vacant				3,444.00	
	5 Sanitation Truck Operator II - Vacant				3,444.00	
	6 Sanitation Truck Operator I				3,496.00	
	7 Sanitation Truck Operator I				3,008.00	
	8 Sanitation Truck Operator I - Vacant				3,008.00	
	9 Sanitation Truck Operator Trainee				2,811.00	
	10 Overtime Salaries				1,377.00	
	11 Longevity Pay - Sanitation Foreman				77.00	
	12 Projected Salary Increase Funds (3.5%)				1,192.00	
404-53-534-404-22000	Retirement	17,202.87	25,877.00	13,004.74	27,916.00	
	1 Sanitation Foreman				6,310.00	
	2 Sanitation Foreman				4,970.00	
	3 Sanitation Truck Operator II - Vacant				1,688.00	
	4 Sanitation Truck Operator II - vacant				1,688.00	
	5 Sanitation Truck Operator II - Vacant				1,688.00	
	6 Sanitation Truck Operator I				3,428.00	
	7 Sanitation Truck Operator I				2,949.00	
	8 Sanitation Truck Operator I - Vacant				1,475.00	
	9 Sanitation Truck Operator Trainee - Vacant				1,378.00	
	10 Overtime Salaries				1,350.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	11 Longevity Pay - Sanitation Foreman				77.00	
	12 Projected Salary Increase Funds (3.5%)				915.00	
404-53-534-404-22100	Town Retirement Matching	8,264.46	9,172.00	8,199.49	10,665.00	
	1 Sanitation Foreman				4,207.00	
	2 Sanitation Foreman				3,313.00	
	3 Sanitation Truck Operator II - Vacant				0.00	
	4 Sanitation Truck Operator II - vacant				0.00	
	5 Sanitation Truck Operator II - Vacant				0.00	
	6 Sanitation Truck Operator I				1,714.00	
	7 Sanitation Truck Operator I				184.00	
	8 Sanitation Truck Operator I - Vacant				0.00	
	9 Sanitation Truck Operator Trainee				0.00	
	10 Overtime Salaries				900.00	
	11 Longevity Pay - Sanitation Foreman				50.00	
	12 Projected Salary Increase Funds (3.5%)				297.00	
404-53-534-404-23100	Health Insurance	66,317.49	114,211.00	57,270.48	122,527.00	
	1 Sanitation Foreman				12,628.00	
	2 Sanitation Foreman				21,503.00	
	3 Sanitation Truck Operator II - Vacant				12,628.00	
	4 Sanitation Truck Operator II				12,628.00	
	5 Sanitation Truck Operator II - Vacant				12,628.00	
	6 Sanitation Truck Operator I				12,628.00	
	7 Sanitation Truck Operator I				12,628.00	
	8 Sanitation Truck Operator I - Vacant				12,628.00	
	9 Sanitation Truck Operator Trainee				12,628.00	
404-53-534-404-23150	Opt-Out Payment	1,418.40	0.00	0.00	0.00	
404-53-534-404-23200	Insurance - Dental	2,130.03	3,654.00	1,724.31	3,654.00	
	1 Sanitation Foreman				406.00	
	2 Sanitation Foreman				406.00	
	3 Sanitation Truck Operator II - Vacant				406.00	
	4 Sanitation Truck Operator II				406.00	
	5 Sanitation Truck Operator II - Vacant				406.00	
	6 Sanitation Truck Operator I				406.00	
	7 Sanitation Truck Operator I				406.00	
	8 Sanitation Truck Operator I - Vacant				406.00	
	9 Sanitation Truck Operator Trainee				406.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
404-53-534-404-23300	Insurance - Life	658.56	1,041.00	419.54	910.00	
	1 Sanitation Foreman				122.00	
	2 Sanitation Foreman				122.00	
	3 Sanitation Truck Operator II - Vacant				100.00	
	4 Sanitation Truck Operator II				122.00	
	5 Sanitation Truck Operator II - Vacant				100.00	
	6 Sanitation Truck Operator I				100.00	
	7 Sanitation Truck Operator I				83.00	
	8 Sanitation Truck Operator I - Vacant				83.00	
	9 Sanitation Truck Operator Trainee				78.00	
404-53-534-404-23400	Insurance - Vision	289.17	495.00	218.25	495.00	
	1 Sanitation Foreman				55.00	
	2 Sanitation Foreman				55.00	
	3 Sanitation Truck Operator II - Vacant				55.00	
	4 Sanitation Truck Operator II				55.00	
	5 Sanitation Truck Operator II - Vacant				55.00	
	6 Sanitation Truck Operator I				55.00	
	7 Sanitation Truck Operator I				55.00	
	8 Sanitation Truck Operator I - Vacant				55.00	
	9 Sanitation Truck Operator Trainee				55.00	
404-53-534-404-23500	Disability	2,539.09	3,778.00	1,166.00	2,337.00	
	1 Sanitation Foreman				421.00	
	2 Sanitation Foreman				342.00	
	3 Sanitation Truck Operator II - Vacant				249.00	
	4 Sanitation Truck Operator II				298.00	
	5 Sanitation Truck Operator II - Vacant				249.00	
	6 Sanitation Truck Operator I				229.00	
	7 Sanitation Truck Operator I				186.00	
	8 Sanitation Truck Operator I - Vacant				186.00	
	9 Sanitation Truck Operator Trainee				177.00	
404-53-534-404-24000	Worker's Compensation Insurance	22,170.24	21,129.00	19,368.25	15,258.00	
	1 Worker's Compensation Insurance				15,258.00	
404-53-534-404-25100	Unemployment Compensation	260.48-	0.00	0.00	0.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL PERSONNEL EXPENSES	438,231.28-	579,143.00-	370,614.22-	703,801.00-	
404-53-534-404-31000	Professional Services	19,596.50	60,734.00	61,486.30	11,163.00	
	1 DOT CDL Physicals				1,125.00	
	2 Post Accident Testing				500.00	
	3 Translation Services				1,000.00	
	4 Misc. Professional Services				8,538.00	
404-53-534-404-34000	Contractual Services	104,091.03	44,902.00	168,635.67	46,898.00	
	1 Vehicle Camera Monitoring				5,800.00	
	2 GPS Vehicle Trackers				6,300.00	
	3 Temporary Labor				5,000.00	
	4 Monthly Comm. Tower Rental				13,550.00	
	5 Annual Tower Maintenance Cost				2,500.00	
	6 Weekly Truck Washing Service				9,980.00	
	7 WO/Asset Management				1,972.00	
	8 Misc. Contractual Services				1,796.00	
404-53-534-404-34310	Disposal Fees - Garbage	276,901.92	315,000.00	178,979.94	247,067.00	
	1 Disposal Fees				414,067.00	
	2 Disposal Fee Credit				167,000.00-	
404-53-534-404-34910	Bad Debt Expense	2,345.20	0.00	0.00	0.00	
404-53-534-404-40000	Travel & Training	843.00	1,000.00	843.00	1,030.00	
	1 SWANA Training				700.00	
	2 Misc. Training				330.00	
404-53-534-404-41100	Telephone	2,837.47	2,280.00	1,224.66	2,348.00	
	1 Service for Cell Phones/Tablets				2,348.00	
404-53-534-404-41200	Postage & Shipping	2,048.43	1,600.00	1,213.85	1,666.00	
	1 Postage for Mailings				1,666.00	
404-53-534-404-44100	Rentals	5,075.00	20,000.00	40,018.00	20,600.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Sanitation Vehicle Rentals				20,600.00	
404-53-534-404-44200	Capital Leases	5,431.68	6,000.00	9,463.76	9,245.00	
	1 Vehicle Leases				9,245.00	
404-53-534-404-45000	Insurance	52,313.84	51,447.00	47,159.75	121,311.00	
	1 Insurance				121,311.00	
404-53-534-404-46000	Repair & Maintenance	134,690.66	160,137.45	131,849.92	178,150.00	
	1 Used Oil/Filter Service				1,500.00	
	2 2way Radio Repairs				1,000.00	
	3 Minor Bodywork Repairs				1,500.00	
	4 Towing				3,000.00	
	5 In-the-field Tire Repairs				3,000.00	
	6 Engine Cleaning				2,400.00	
	7 Contractual Vehicle Repairs				140,000.00	
	8 Vehicle Camera Installation for 3 units				13,600.00	
	9 Sanitation Fleet Vinyl Wraps				12,150.00	
404-53-534-404-46300	Vehicle Parts & Supplies	89,197.10	127,379.00	124,624.32	131,200.00	
	1 FIA Fuel Cards				2,500.00	
	2 2way Radio Parts				1,000.00	
	3 Replacement Tires				45,000.00	
	4 Misc. Parts & Supplies				73,821.00	
	5 Vehicle Camera Systems - New (2)				8,879.00	
404-53-534-404-47000	Printing	2,158.00	2,850.00	3,622.75	3,800.00	
	1 Mailing/Printing Services				3,800.00	
404-53-534-404-48100	Advertising	16,369.55	8,650.00	10,014.41	9,373.00	
	1 Newspaper Job Announcements				9,373.00	
404-53-534-404-49400	Uniforms & Clothing	8,571.47	10,800.00	3,546.24	11,124.00	
	1 Uniforms				6,500.00	
	2 Safety Shoes & PPEs				4,624.00	
404-53-534-404-51000	Office Supplies	771.13	1,000.00	220.00	1,030.00	
	1 Office Supplies				1,030.00	

Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
404-53-534-404-52000	Operating Supplies	14,985.15	20,403.33	20,816.57	21,015.00	
	1 Annual Admin Tax Roll Cost				150.00	
	2 Misc. Supplies for Carts & Dumpsters				8,195.00	
	3 Annual Asset Management System Renewal				3,500.00	
	4 Annual GIS License Renewal				2,170.00	
	5 General				7,000.00	
404-53-534-404-52100	Gasoline & Diesel Fuel	93,251.04	83,300.00	53,530.50	90,735.00	
	1 Bd of County Comm.				3,735.00	
	2 Fuel Allocation				87,000.00	
404-53-534-404-52200	Small Tools & Others	903.92	500.00	1,361.26	515.00	
	1 Replacement Drills, etc. for Dumpster Locks/Wheels				515.00	
404-53-534-404-52400	Containers	53,516.91	120,000.00	91,901.48	167,600.00	
	1 Replacement Carts & Dumpster Refurbishments				75,000.00	
	2 Commercial Dumpsters for New Business				70,600.00	
	3 Decorative Garbage Cans for Parks				22,000.00	
404-53-534-404-54200	Memberships, Dues & Subscriptions	223.00	500.00	402.00	515.00	
	1 APWA Certification				515.00	
404-53-534-404-59000	Depreciation Expense	150,123.27	0.00	0.00	0.00	
	TOTAL OPERATING EXPENSES	1,036,245.27-	1,038,482.78-	950,914.38-	1,076,385.00-	
404-53-534-404-63101	Improvements-Dumpster Enclosure	0.00	5,000.00	0.00	5,000.00	
	1 Dumpster Enclosures				5,000.00	
404-53-534-404-64100	Machinery & Equipment	5,390.00	153,000.00	135,120.00	8,400.00	
	1 Onboard Software Scan Tool				8,400.00	



Rept:130 - Itemized Budget For Year 2024 Version 1  
SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL CAPITAL OUTLAY	5,390.00-	158,000.00-	135,120.00-	13,400.00-	
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404-53-534-404-71000	Principal	0.00	122,987.00	128,681.00	510,502.00	
	1 2019 ASL #58 - Payment 5 of 5				61,080.00	
	2 2022 Grapple #68 - Payment 2 of 3				63,300.00	
	3 2023 FEL #70 - Payment 1 of 4				75,377.00	
	4 2023 ASL #72 - Payment 1 of 4				81,745.00	
	5 2024 FEL #44 Payment 1 of 3				109,912.00	
	6 2024 FEL #44 Payment 1 of 3				119,088.00	
404-53-534-404-72000	Interest	11,847.64	5,256.00	5,042.74	84,879.74	
	1 2019 ASL #58 - Payment 5 of 5				2,574.00	
	2 2022 Grapple #68 - Payment 2 of 3				5,042.74	
	3 2023 FEL #70 - Payment 1 of 4				19,749.00	
	4 2023 ASL #72 - Payment 1 of 4				21,418.00	
	5 2024 FEL #44 Payment 1 of 3				17,325.00	
	6 2024 ASL #51 Payment 1 of 3				18,771.00	
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	TOTAL DEBT SERVICE	11,847.64-	128,243.00-	133,723.74-	595,381.74-	
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404-53-534-404-99110	Transfer to General Fund	0.00	31,435.00	31,436.00	31,435.00	
	1 Principal General Fund				25,862.00	
	2 Interest to General Fund				5,573.00	
404-53-534-404-99404	Indirect Cost Allocation	505,993.80	511,527.00	468,899.75	564,022.00	
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	TOTAL OTHER EXPENSES	505,993.80-	542,962.00-	500,335.75-	595,457.00-	
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Rept:130 - Itemized Budget For Year 2024 Version 1  
 SANITATION 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL DEPT EXPENDITURES	1,997,707.99- -----	2,446,830.78- -----	2,090,708.09- -----	2,984,424.74- -----	
	NET INCOME	95,966.38- =====	62.22 =====	298,101.91- =====	293,960.26 =====	

**TOWN OF LAKE PARK**

**PROPOSED BUDGET**

**COMMUNITY REDEVELOPMENT FUND**

**FISCAL YEAR**

**October 1, 2023 through September 30, 2024**

Rept:124 - Itemized Budget For Year 2024 Version 1  
CRA 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
REVENUES						
110-311.115	Ad Valorem Taxes - County	517,894.00	631,382.00	621,952.00	730,947.00	
110-369.100	Miscellaneous Income	400,000.00	0.00	0.00	0.00	
110-381.001	Transfer from General Fund	959,790.00	1,162,739.00	1,162,739.00	1,338,794.00	
110-399.999	Balance Brought Forward	0.00	93,412.00	0.00	1,555,578.00	
TOTAL REVENUE		1,877,684.00	1,887,533.00	1,784,691.00	3,625,319.00	
EXPENDITURES						
110-55-552-520-12000	Regular Salaries	0.00	81,040.00	0.00	57,013.00	
	1 Code Compliance Officer				57,013.00	
110-55-552-520-21000	FICA	0.00	6,200.00	0.00	4,361.00	
	1 Code Compliance Officer				4,361.00	
110-55-552-520-22000	Retirement	0.00	3,040.00	0.00	4,276.00	
	1 Code Compliance Officer				4,276.00	
110-55-552-520-23100	Health Insurance	0.00	22,006.00	0.00	12,628.00	
	1 Code Compliance Officer				12,628.00	
110-55-552-520-23200	Dental	0.00	812.00	0.00	406.00	
	1 Code Compliance Officer				406.00	
110-55-552-520-23300	Insurance - Life	0.00	288.00	0.00	122.00	
	1 Code Compliance Officer				122.00	
110-55-552-520-23400	Insurance - Vision	0.00	110.00	0.00	55.00	
	1 Code Compliance Officer				55.00	
110-55-552-520-23500	Disability	0.00	1,000.00	0.00	316.00	

Rept:124 - Itemized Budget For Year 2024 Version 1  
CRA 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	1 Code Compliance Officer				316.00	
110-55-552-520-2400	Worker's Compensation Insurance	0.00	981.00	0.00	0.00	
110-55-552-520-24000	Worker's Compensation Insurance	0.00	0.00	899.25	698.00	
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	TOTAL PERSONNEL EXPENSES	0.00	115,477.00-	899.25-	79,875.00-	
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110-55-552-520-31000	Professional Services	73,347.69	109,412.09	153,378.45	25,000.00	
	1 Marketing				25,000.00	
110-55-552-520-31100	Professional Svc - Town Attorney	10,200.00	40,000.00	21,900.00	32,000.00	
110-55-552-520-34000	Contractual Services	180,800.31	114,870.00	107,667.04	306,070.00	
	1 Landscape Services				95,000.00	
	2 Landscape Services Contingency Tree Trimming				10,700.00	
	3 Johnson Controls				1,930.00	
	4 Holiday Displays Including Electrical Upgrades				120,000.00	
	5 Signage				75,000.00	
	6 Custodial Services				3,440.00	
	7 EV Chargers including Electrical Upgrades				0.00	
110-55-552-520-34010	Contract PBC Sheriff	127,980.00	138,000.00	75,125.00	133,680.00	
110-55-552-520-40000	Travel & Training	2,854.57	2,500.00	2,395.41	3,500.00	
110-55-552-520-41200	Postage & Shipping	1.73	2,500.00	11.14	6,000.00	
	1 Outreach				6,000.00	
110-55-552-520-43000	Utilities	18,343.69	15,000.00	10,952.75	15,000.00	
110-55-552-520-44100	Equipment Rentals	8,827.80	0.00	714.08	1,000.00	
110-55-552-520-45000	Insurance	5,783.00	6,566.00	6,566.00	12,000.00	
110-55-552-520-46000	Repair and Maintenance	4,403.22	4,000.00	1,529.16	2,000.00	
110-55-552-520-47000	Printing	0.00	1,000.00	0.00	1,000.00	
110-55-552-520-48005	Tree Lighting	3,607.63	6,700.00	6,013.17	6,700.00	
	1 Banners				1,000.00	
	2 Decorations				500.00	
	3 DJ/Sound System				800.00	

Rept:124 - Itemized Budget For Year 2024 Version 1  
CRA 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	4 Marketing				300.00	
	5 Photography/Videography				300.00	
	6 Portable Light Towers				1,000.00	
	7 Portable Restrooms				500.00	
	8 Stage				500.00	
	9 Santa Suite Rental				300.00	
	10 Tents				1,500.00	
110-55-552-520-48100	Advertising	151.41	2,500.00	98.88	2,500.00	
110-55-552-520-48101	Office Supplies	0.00	100.00	0.00	100.00	
110-55-552-520-48102	SEASONAL RENTALS	2,537.00	26,000.00	26,000.00	29,900.00	
	1 Rental of Menorah and Kinara				2,400.00	
	2 Rental of Holiday Tree				17,000.00	
	3 Pole Decorations and Wraps				10,500.00	
110-55-552-520-52000	Operating Expenses	13,788.99	7,500.00	993.48	2,000.00	
110-55-552-520-54200	Memberships, Dues, & Subscriptions	1,045.00	1,045.00	1,045.00	1,045.00	
	1 Department of Economic Opportunity District Annual Fees				175.00	
	2 Florida Redevelopment Association				870.00	
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	TOTAL OPERATING EXPENSES	453,672.04-	477,693.09-	414,389.56-	579,495.00-	
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110-55-552-520-63000	Improvement Other Than Bldg	14,058.00	329,500.00	98,912.42	432,000.00	
	1 To Complete Scope for Landscape Upgrades				200,000.00	
	2 Septic to Sewer Matching Funds				200,000.00	
	3 New LPR Camera System				32,000.00	
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	TOTAL CAPITAL OUTLAY	14,058.00-	329,500.00-	98,912.42-	432,000.00-	
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	TOTAL DEBT SERVICE	0.00	0.00	0.00	0.00	

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Rept:124 - Itemized Budget For Year 2024 Version 1  
 CRA 8-16-23

G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget	Notes
	TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
	TOTAL DEPT EXPENDITURES	1,266,195.64-	1,887,533.09-	1,246,036.58-	3,625,319.00-	
	NET INCOME	611,488.36	0.09-	538,654.42	0.00	