

Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, November 01, 2023

Immediately Following the Public Private Partnership (P3) Workshop,

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

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

<u>1.</u> Presentation by Engenuity on the Final Survey, Design and Construction Plans Associated with the Septic to Sewer Project.

PUBLIC COMMENT:

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event

the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 2. October 18, 2023 Regular Commission Meeting Minutes
- 3. Resolution 86-11-23 Authorizing the Mayor to Sign the Library's Annual Plan of Service.
- 4. Resolution 89-11-23 Designating Funds Received by the Town from the Palm Beach County Discretionary Surtax Project Fund Budget for use as part of a Florida Commerce Community Development Block Grant Mitigation Program Associated with the Southern Outfall Stormwater Infrastructure Retrofit Project.
- 5. Resolution 88-11-23 Renaming Lake Shore Park Discussion.

BOARD MEMBER NOMINATION:

<u>6.</u> Tree Board Membership Nomination.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

7. Resolution 87-11-23 Empire Landscape Site Plan Application.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

8. Ordinance 10-2023 Parking Space Dimensional Amendments.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-142, TO REDUCE THE PARKING DIMENSIONS FOR 90-DEGREE PARKING SPACES; PROVIDING FOR THE CREATION OF A NEW PARKING CATEGORY FOR COMPACT PARKING SPACES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

9. Ordinance 09-2023 Solid Waste.

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

LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS:

10. Resolution 90-11-23 Proposed Partnership With Palm Beach Shores To Execute Its Lake Worth Inlet/Singer Island Channel Dredging Project.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 15, 2023.



Agenda Request Form

CONSENT AGENDA

OLD BUSINESS

Meeting Date: November 1, 2023

Agenda Item No.

Agenda Title: Septic to Sewer Progress Presentation

[X] SPECIAL PRESENTATION/REPORTS []

- [] BOARD APPOINTMENT
- ORDINANCE []
- **NEW BUSINESS DISCUSSION ITEM** 1
- OTHER: QUASI-JUDICIAL PUBLIC HEARING RESOLUTION []

[]

Approved by Town Manager

Anders Viane – Planner

Originating Department:	Costs: \$ Consultant Reviews	Attachments:			
Community Development	Funding Source:	→ Septic to Sewer			
	Acct. # 110-552-520-63000	Presentation			
	[] Finance				
Advertised: Date: Paper: [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case AV Please initial one .			

Summary Explanation/Background:

Adam Swaney, the Town's consultant engineer, is presenting a status update on the proposed septic to sewer conversion project, including current status and next steps. This project impacts a total of 42 properties along Old Dixie Highway and Silver Beach Road in the Town's industrial districts. The project objective is to retrofit sanitary sewer service for these properties to replace the septic tanks on which they currently rely with an environmentally cleaner, safer alternative. Adam Swaney will provide a status overview of the project and be available to answer any questions.

Recommended Motion: None, for informational purposes only.

Town of Lake Park Commission Meeting November 1, 2023

OLD DIXIE SEPTIC TO SEWER

PRESENTED BY:



ENGENUITY GROUP INC 1280 N Congress Ave, Suite 101 West Palm Beach, FL 33409 T: 561-655-1151



Job#: 18187.27

5

SEACOAST UTILITY AUTHORITY (SUA)

- The SUA Lift Station location for the industrial area finalized.
- Preliminary design discussed and verbal approval by SUA.
- Existing and proposed easements for entirety of the project have been identified.

CURRENT SITUATION

- Septic tank locations and sanitary laterals have been provided on the final plans based on the best available information for each of the 42 properties.
- An easement has been added for the future development of the 1306 Silver Beach Industrial property for connection to the proposed Lift Station.
- SUA has expressed interest in replacing the asbestos cement watermain.

COST SUMMARY: FINAL OPINION OF COST



TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM JOB NO. 18187.27 October 2023

Total Estimated Cost of Project



Grand Total Estimated Cost	\$ 5,810,771.75
Grand Total (Private)	\$ 3,37 <mark>0,</mark> 653.25
Grand Total (Public)	\$ 2,440,118.50

8

SUMMARY/ RECOMMENDATION

- Begin contacting property owners regarding easements now that plans are complete.
- The project has now reached the permitting phase. Agencies requiring permitting for the project include Palm Beach County (PBC) Engineering, SUA, the PBC Health Department, and the Town of Lake Park.

NEXT STEPS

- Complete the construction plans and begin the permitting phase of the project.
 COMPLETED
- Engage a financial management consulting firm to discuss funding options for both private and public properties
- Continue to coordinate with Seacoast Utilities to monitor any utility changes, cost changes, and design needs
- Have a funding plan in place to ultimately bid out the project for construction

ANY QUESTIONS?



561.655.1151 | 1280 N Congress Ave. #101, West Palm Beach, FL 33409

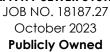


TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM JOB NO. 18187.27 October 2023 Total Estimated Cost of Project



Grand Total (Public)	\$ 2,440,118.50
Grand Total (Private)	\$ 3,370,653.25
Grand Total Estimated Cost	\$ 5,810,771.75

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM





Section 1: Tri-City Industrial Park (South)

	Item/Description	Quantity	Unit		Unit Cost	To	Total Amount			
Miller Way										
1	8" PVC Gravity Sewer Main	520	LF	\$	130.00	\$	67,600.00			
2	4' Diameter Sanitary Sewer Manhole	3	EA	\$	8,500.00	\$	25,500.00			
3	Cleanout	9	LS	\$	2,000.00	\$	18,000.00			
4	6" PVC Gravity Service Lateral	289	LF	\$	90.00	\$	26,010.00			
5	Miscellaneous Restoration	1	LS	\$	5,000.00	\$	5,000.00			
6	Roadway Restoration	498	SY	\$	75.00	\$	37,350.00			
7	Sod Restoration	31	SY	\$	10.00	\$	310.00			
8	Concrete Driveway/Sidewalk Restoration	52	SY	\$	75.00	\$	3,900.00			

Subtotal

183,670.00

\$

Item 1.

Reed Ro	bad				
1	3" PVC Low Pressure Force Main	501	LF	\$ 60.00	\$ 30,060.00
2	8" PVC Gravity Sewer Main	563	LF	\$ 130.00	\$ 73,190.00
3	4' Diameter Sanitary Sewer Manhole	1	EA	\$ 8,500.00	\$ 8,500.00
4	Cleanout	6	LS	\$ 2,000.00	\$ 12,000.00
5	6" PVC Gravity Service Lateral	191	LF	\$ 90.00	\$ 17,190.00
6	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
7	Roadway Restoration	450	SY	\$ 75.00	\$ 33,750.00
8	Sod Restoration	155	SY	\$ 10.00	\$ 1,550.00
9	Concrete Driveway/Sidewalk Restoration	88	SY	\$ 75.00	\$ 6,600.00
10	Connection to Existing Force Main	1	EA	\$ 2,000.00	\$ 2,000.00

Subtotal

\$ 189,840.00

Newman Road										
1	3" PVC Low Pressure Force Main	57	LF	\$	60.00	\$	3,420.00			
2	8" PVC Gravity Sewer Main	443	LF	\$	130.00	\$	57,590.00			
3	4' Diameter Sanitary Sewer Manhole	4	EA	\$	8,500.00	\$	34,000.00			
4	Cleanout	4	LS	\$	2,000.00	\$	8,000.00			
5	6" PVC Gravity Service Lateral	390	LF	\$	90.00	\$	35,100.00			
6	Miscellaneous Restoration	1	LS	\$	5,000.00	\$	5,000.00			
7	Roadway Restoration	514	SY	\$	75.00	\$	38,550.00			
8	Sod Restoration	24	SY	\$	10.00	\$	240.00			
9	Concrete/Asphalt Driveway/Sidewalk Restoration	22	SY	\$	75.00	\$	1,650.00			

Subtotal

183,550.00

\$

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM JOB NO. 18187.27



JOB NO. 18187.27 October 2023 Publicly Owned

Section 1: Tri-City Industrial Park (South)

Brant Ro	bad				
1	3" PVC Low Pressure Force Main	401	LF	\$ 60.00	\$ 24,060.00
2	8" PVC Gravity Sewer Main	446	LF	\$ 130.00	\$ 57,980.00
3	4' Diameter Sanitary Sewer Manhole	2	EA	\$ 8,500.00	\$ 17,000.00
4	Cleanout	9	LS	\$ 2,000.00	\$ 18,000.00
5	6" PVC Gravity Service Lateral	374	LF	\$ 90.00	\$ 33,660.00
6	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
7	Roadway Restoration	559	SY	\$ 75.00	\$ 41,925.00
8	Concrete/Asphalt Driveway/Sidewalk Restoration	181	SY	\$ 75.00	\$ 13,575.00
9	Sod Restoration	288	SY	\$ 10.00	\$ 2,880.00
10	Duplex Lift Station	1	LS	\$ 500,000.00	\$ 500,000.00

Subtotal

Silver Beach Road 8" PVC Gravity Sewer Main 182 LF \$ 130.00 \$ 23,660.00 1 4' Diameter Sanitary Sewer Manhole 17,000.00 2 2 ΕA \$ 8,500.00 \$ Cleanout & Main Line Valve 3 LS \$ 2,000.00 \$ 6,000.00 3 4 6" PVC Gravity Service Lateral 59 LF \$ 90.00 \$ 5,310.00 5 Miscellaneous Restoration LS \$ 5,000.00 5,000.00 1 \$ 6 **Roadway Restoration** \$ \$ 18,450.00 246 SY 75.00 3,000.00 7 Concrete Sidewalk Restoration \$ 40 SY \$ 75.00 8 Sod Restoration 5 SY \$ 50.00 \$ 10.00 9 Connection to Existing Force Main \$ 2,000.00 \$ 8,000.00 4 ΕA

Subtotal

86,470.00

714,080.00

\$

\$

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM



JOB NO. 18187.27 October 2023 **Publicly Owned**

Section 2: Town of Lake Park Public Works (Central)

	Item/Description		Unit	Unit Cost	Total Amount
1	2" PVC Low Pressure Force Main	1378	LF	\$ 45.00	\$ 62,010.00
2	Main Line Valve	5	LS	\$ 2,000.00	\$ 10,000.00
3	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
4	Sod/Dirt Road Restoration	954	SY	\$ 10.00	\$ 9,540.00
5	Roadway Restoration	96	SY	\$ 75.00	\$ 7,200.00
6	Concrete Driveway/Sidewalk Restoration	250	SY	\$ 75.00	\$ 18,750.00
7	Connection to Existing Sewer	1	EA	\$ 2,000.00	\$ 2,000.00

Subtotal

114,500.00

\$

Section 3: Water Tower Road & North of Water Tower Road (North)

	Item/Description G		Unit	Unit Cost	T	otal Amount
1	2" PVC Low Pressure Force Main	642	LF	\$ 45.00	\$	28,890.00
2	Main Line Valve	3	LS	\$ 2,000.00	\$	6,000.00
3	6" PVC Gravity Service Lateral	85	LF	\$ 90.00	\$	7,650.00
4	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$	5,000.00
5	Sod/Dirt Road Restoration	867	SY	\$ 10.00	\$	8,670.00
6	Roadway Restoration	540	SY	\$ 75.00	\$	40,500.00
7	Concrete Sidewalk/Curb Restoration	46	SY	\$ 75.00	\$	3,450.00
8	Connection to Existing Sewer	1	EA	\$ 2,000.00	\$	2,000.00
	Subtotal				\$	102,160.00
	Total				\$	1,574,270.00
	Mobilization, Demobilization, MOT, Bonds & Insurance (10%)	1	LS		\$	157,427.00
	Contingency (25%)	1	LS		\$	393,567.50
	Legal, Engineering, Administration (20%)	1	LS		\$	314,854.00
	Grand Total (Public)				\$	2,440,118.50

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST

GRAVITY SEWER SYSTEM JOB NO. 18187.27 October 2023 Privately Owned



\$

\$

88,485.00

25,370.00

Section 1: Tri-City Industrial Park (South)

	Item/Description	Quantity	Unit		Unit Cost	To	Total Amount					
Mille	Miller Way											
1	Asphalt/Concrete Driveway Restoration	333	SY	\$	75.00	\$	24,975.00					
2	Cleanout & Main Line Valve	5	LS	\$	2,000.00	\$	10,000.00					
3	6" PVC Gravity Service Lateral	539	LF	\$	90.00	\$	48,510.00					
4	Miscellaneous Restoration	1	LS	\$	5,000.00	\$	5,000.00					

Subtotal

Reed Ro	Reed Road									
1	Asphalt/Concrete Driveway Restoration	110	SY	\$	75.00	\$	8,250.00			
2	Sod Restoration	11	SY	\$	10.00	\$	110.00			
3	Cleanout & Main Line Valve	2	LS	\$	2,000.00	\$	4,000.00			
4	6" PVC Gravity Service Lateral	89	LF	\$	90.00	\$	8,010.00			
5	Miscellaneous Restoration	1	LS	\$	5,000.00	\$	5,000.00			

Subtotal

Ne	Newman Road								
	1	Asphalt/Concrete Driveway Restoration	333	SY	\$	75.00	\$	24,975.00	
	2	Cleanout & Main Line Valve	2	LS	\$	2,000.00	\$	4,000.00	
	3	6" PVC Gravity Service Lateral	263	LF	\$	90.00	\$	23,670.00	
	4	Miscellaneous Restoration	1	LS	\$	5,000.00	\$	5,000.00	

Subtotal

\$ 57,645.00

Item 1.

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST GRAVITY SEWER SYSTEM JOB NO. 18187.27 October 2023 Privately Owned



Section 1: Tri-City Industrial Park (South)

Brant Ro	ad				
1	Cleanout & Main Line Valve	6	LS	\$ 2,000.00	\$ 12,000.00
2	6" PVC Gravity Service Lateral	296	LF	\$ 90.00	\$ 26,640.00
3	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
4	Driveway/Asphalt Restoration	251	SY	\$ 75.00	\$ 18,825.00
5	Sod Restoration	12	SY	\$ 10.00	\$ 120.00
6	Electrical Service Connection	1	LS	\$ 5,000.00	\$ 5,000.00
7	Water connection for Hose Bib	1	LS	\$ 4,000.00	\$ 4,000.00

Subtotal

71,585.00

\$

\$

\$

Silver Be	ach Road				
1	2" PVC Low Pressure Force Main	14	LF	\$ 45.00	\$ 630.00
2	Cleanout & Main Line Valve		LS	\$ 2,000.00	\$ 8,000.00
3	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
4	Driveway/Asphalt Restoration	121	SY	\$ 75.00	\$ 9,075.00
8	Sod Restoration	27	SY	\$ 10.00	\$ 270.00
5	Grinder Lift Station	4	LS	\$ 60,000.00	\$ 240,000.00
6	Oil Interceptor	2	LS	\$ 6,000.00	\$ 12,000.00
7	Electrical Service Connection	4	LS	\$ 5,000.00	\$ 20,000.00
8	Water connection for Hose Bib	4	LS	\$ 4,000.00	\$ 16,000.00

Subtotal

310,975.00

Septic T	anks (Section 1 - South)				
1	Abandon Septic Tank (Assuming each building has one)	29	EA	\$ 3,500.00	\$ 101,500.00

Subtotal

101,500.00

TOWN OF LAKE PARK ENGINEER'S OPINION OF PROBABLE COST





Section 2: Town of Lake Park Public Works (Central)

	Item/Description	Quantity	Unit	Unit Cost	Total Amount
1	2" PVC Low Pressure Force Main	1453	LF	\$ 45.00	\$ 65,385.00
2	Cleanout & Main Line Valve	6	LS	\$ 2,000.00	\$ 12,000.00
3	6" PVC Gravity Service Lateral	85	LF	\$ 90.00	\$ 7,650.00
4	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
5	Sod/Dirt Road Restoration	1683	SY	\$ 10.00	\$ 16,830.00
6	Concrete/Asphalt Driveway/Sidewalk Restoration	483	SY	\$ 75.00	\$ 36,225.00
7	Grinder Lift Station	6	LS	\$ 60,000.00	\$ 360,000.00
8	Oil Interceptor	2	LS	\$ 6,000.00	\$ 12,000.00
9	Electrical Service Connection		LS	\$ 5,000.00	\$ 30,000.00
10	Water connection for Hose Bib	6	LS	\$ 4,000.00	\$ 24,000.00

Subtotal

Septic To	anks (Section 2 - Central)				
1	Abandon Septic Tank (Assuming each building has one)	6	EA	\$ 3,500.00 \$	21,000.00
	·		_		

Subtotal

21,000.00

18

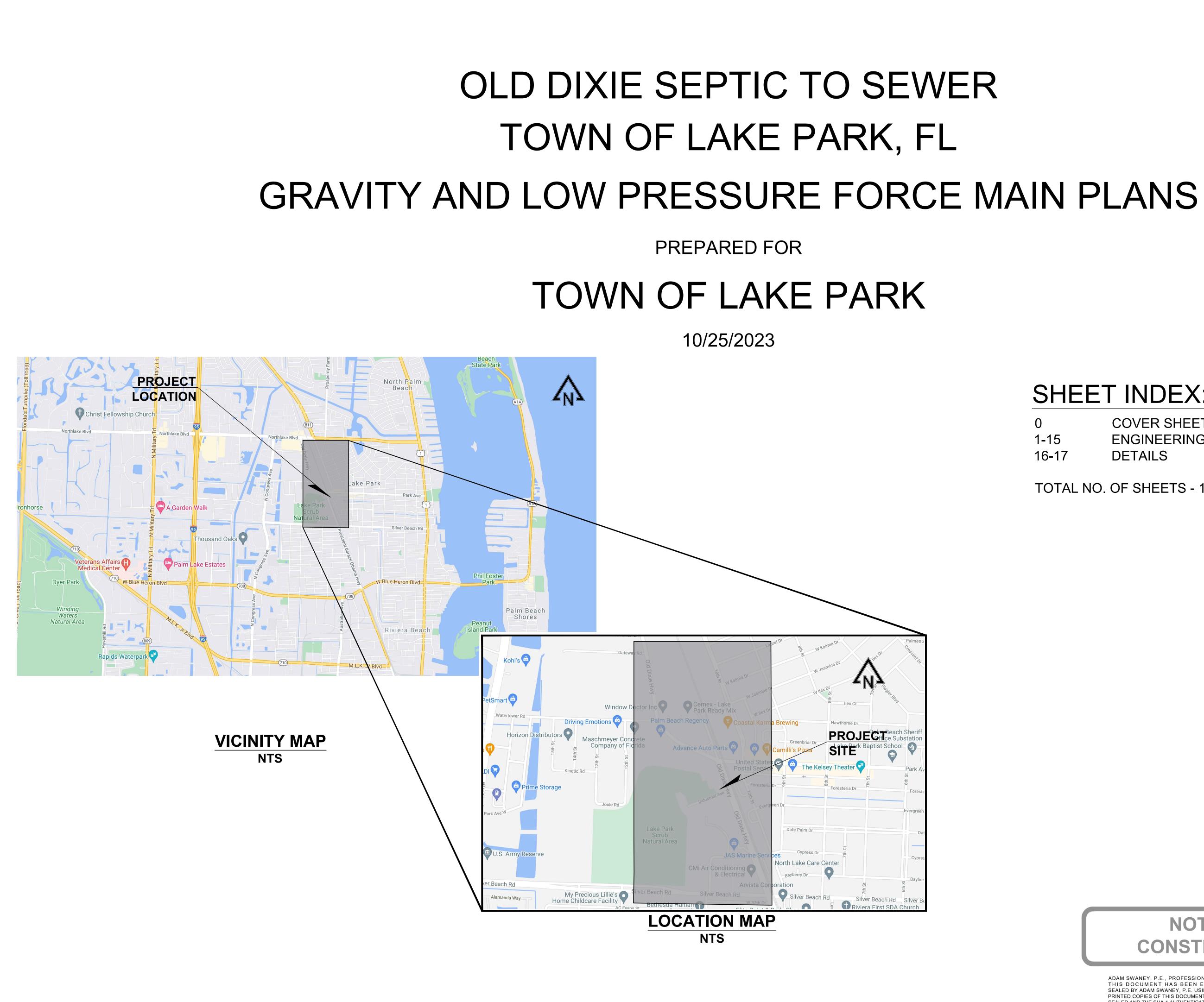
569,090.00

\$

\$

Section 3: Water Tower Road & North of Water Tower Road (North)

	Item/Description	Quantity	Unit	Unit Cost	T	otal Amount
1	2" PVC Low Pressure Force Main	1145	LF	\$ 45.00	\$	51,525.00
2	Cleanout & Main Line Valve	6	LS	\$ 2,000.00	\$	12,000.0
3	6" PVC Gravity Service Lateral	56	LF	\$ 90.00	\$	5,040.0
4	Miscellaneous Restoration	1	LS	\$ 5,000.00	\$	5,000.0
5	Sod/Dirt Road Restoration	745	SY	\$ 10.00	\$	7,450.0
6	Concrete/Asphalt Driveway/Sidewalk Restoration	726	SY	\$ 75.00	\$	54,450.0
7	Grinder Lift Station	7	LS	\$ 100,000.00	\$	700,000.0
8	Oil Interceptor	1	LS	\$ 6,000.00	\$	6,000.0
9	Electrical Service Connection	7	LS	\$ 5,000.00	\$	35,000.0
10	Water connection for Hose Bib	7	LS	\$ 4,000.00	\$	28,000.0
	Subtotal				\$	·
otic	Tanks (Section 3 - North)			0.500.00		24 500 0
otic		7	EA	\$ 3,500.00	\$	24,500.0
4 5 6 7 8 9 10	Tanks (Section 3 - North)	7	EA	\$ 3,500.00		24,500.0
otic 1	Tanks (Section 3 - North) Abandon Septic Tank (Assuming each building has one)	7	EA	\$ 3,500.00	\$	
Dic 1	Tanks (Section 3 - North) Abandon Septic Tank (Assuming each building has one) Subtotal	7	EA	\$ 3,500.00	\$	24,500.0 2,174,615.0
ptic 1	Tanks (Section 3 - North) Abandon Septic Tank (Assuming each building has one) Subtotal Total Mobilization, Demobilization, MOT, Bonds & Insurance (10%)	7		\$ 3,500.00	\$	24,500.0 2,174,615.0 217,461.5
<u>ptic</u>	Tanks (Section 3 - North) Abandon Septic Tank (Assuming each building has one) Subtotal Total	7	LS	\$ 3,500.00	\$	24,500.0



PLOT: 10/26/2023 12:02:41 PM

SHEET INDEX:

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-15	
6-17	

COVER SHEET ENGINEERING PLANS DETAILS

TOTAL NO. OF SHEETS - 17

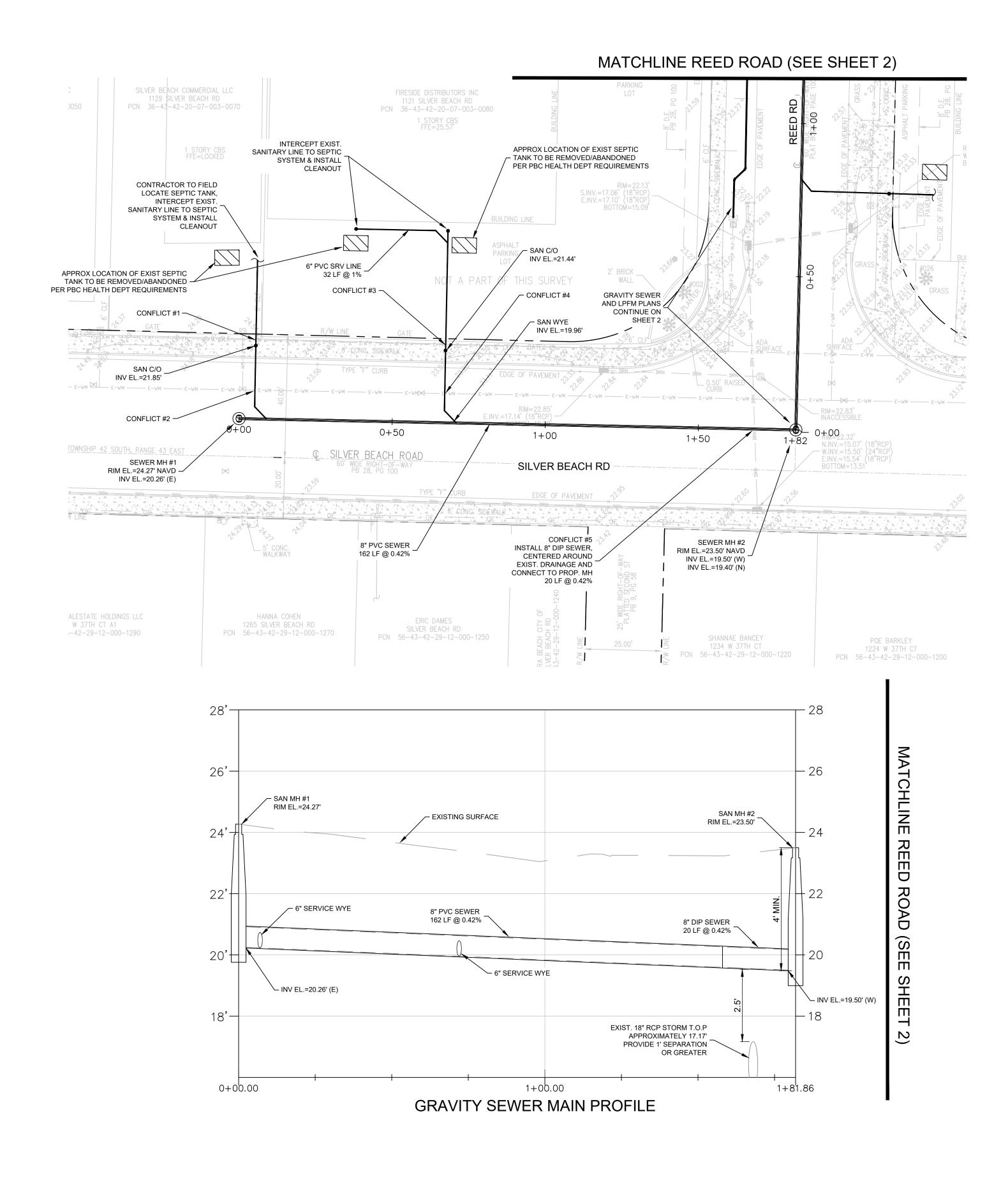




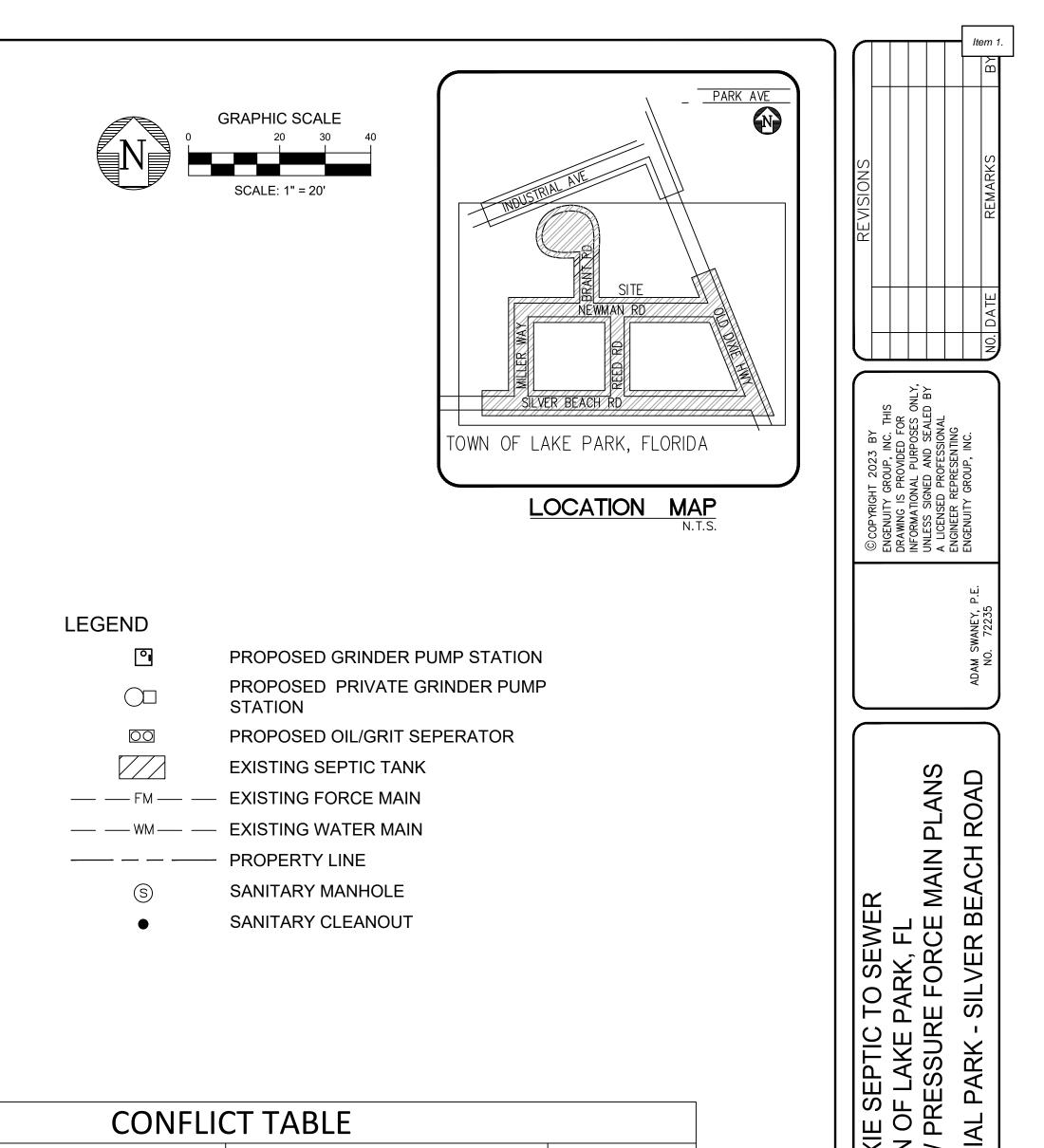
ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

PLANS ARK, FL FORCE MAIN F WER SSURE OLD DIXI TOWN AND LOW GRAVITY A Higher Standard of Excellence 1280 N CONGRESS AVE, SUI WEST PALM BEACH, FLORIDA I (561)655-1151 • FAX (561)8 FYGROUP.COM CERTIFICATE OF ICOV JOB NO.

18187.01_



	CONFLICT TABLE										
CONFLICT #	BOTTOM OF PIPE	TOP OF PIPE	SEPERATION								
1	EXST. 3" LPFM EL.=22.88'	PROP. 6" SAN SRV EL.=21.47'	1'-5"								
2	EXST. 8" DIP WM EL.=22.23'	PROP. 6" SAN SRV EL.=21.23'	1'-0"								
3	EXST. 3" LPFM EL.=22.48'	PROP. 6" SAN SRV EL.=21.47'	1'-0"								
4	EXST. 8" DIP WM EL.=22.30'	PROP. 6" SAN SRV EL.=21.30'	1'-0"								
5	PROP. 8" DIP GSM EL.=19.56'	EXST. 18" RCP STM EL.=17.17'	2'-5"								



CONFLICT TARE

GENERAL NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD.88) AND REFERENCE THE FOLLOWING PALM BEACH COUNTY BENCHMARK 'FRIDGE' HAVING AN ELEVATION OF 18.023 (NAVD88) AS PUBLISHED BY PALM BEACH COUNTY ENGINEERING.

- CONVERSION FACTOR FRIDGE: 13.103(NAVD88) + 1.524 = 14.627(NGVD29)
- 2. ALL AREAS DISTURBED BY CONSTRUCTION WHICH INCLUDES ALL DRIVEWAYS, PAVERS, ASPHALT, CONCRETE AND VEGETATION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- 3. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC DATED AUGUST 4, 2023.
- 4. ALL REMOVED DEBRIS & DEMOLISHED MATERIAL TO BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
- 5. CONTRACTOR TO FIELD VERIFY LOCATION OF SEPTIC TANK PRIOR TO CONSTRUCTION. SEPTIC TANK ABANDONMENT AND CONNECTION TO PROPOSED SYSTEM SHALL OCCUR AFTER PBC HEALTH DEPARTMENT CLEARANCE OF THE NEW SEWER SYSTEM.

NOT FOR CONSTRUCTION

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES



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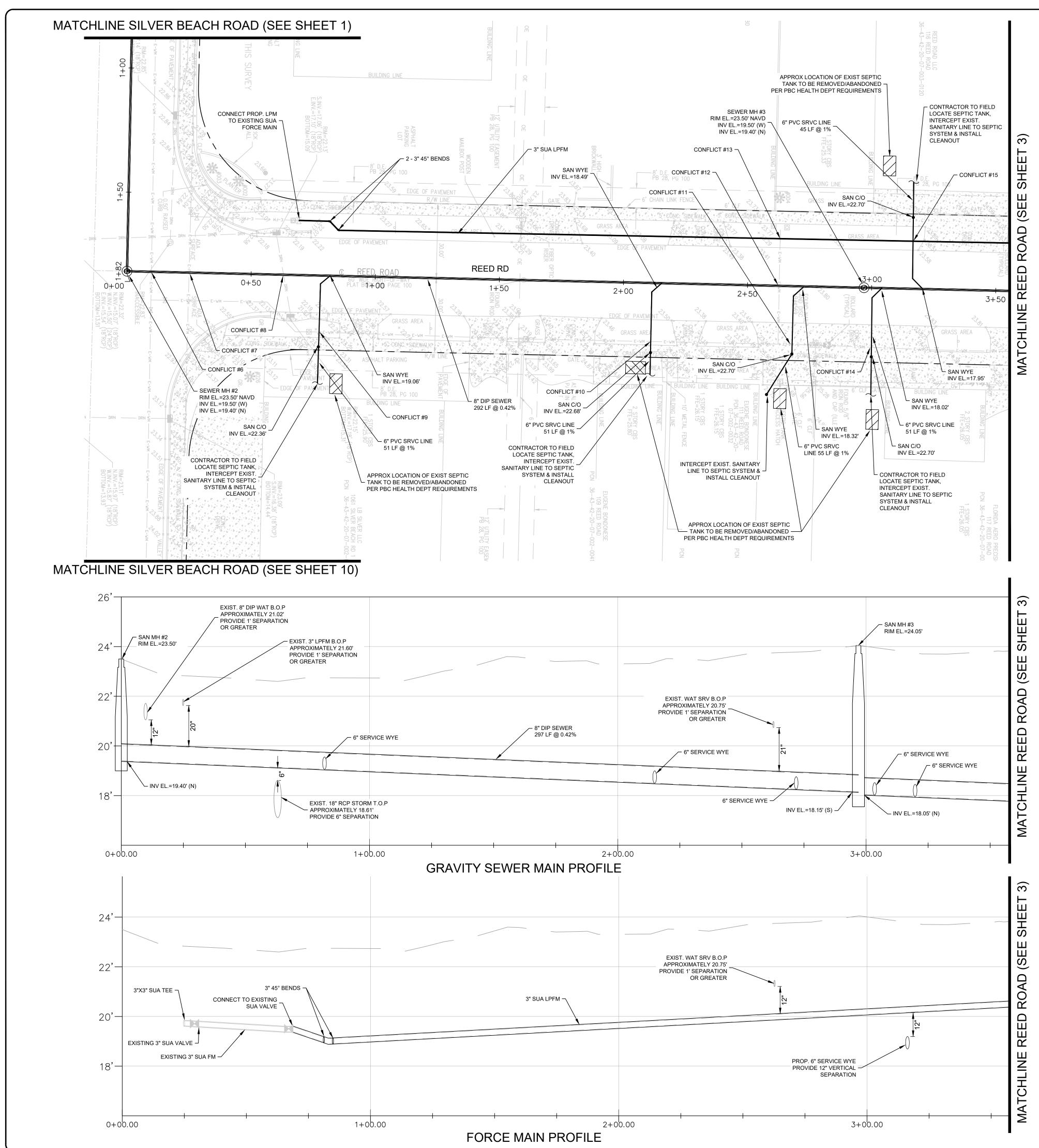
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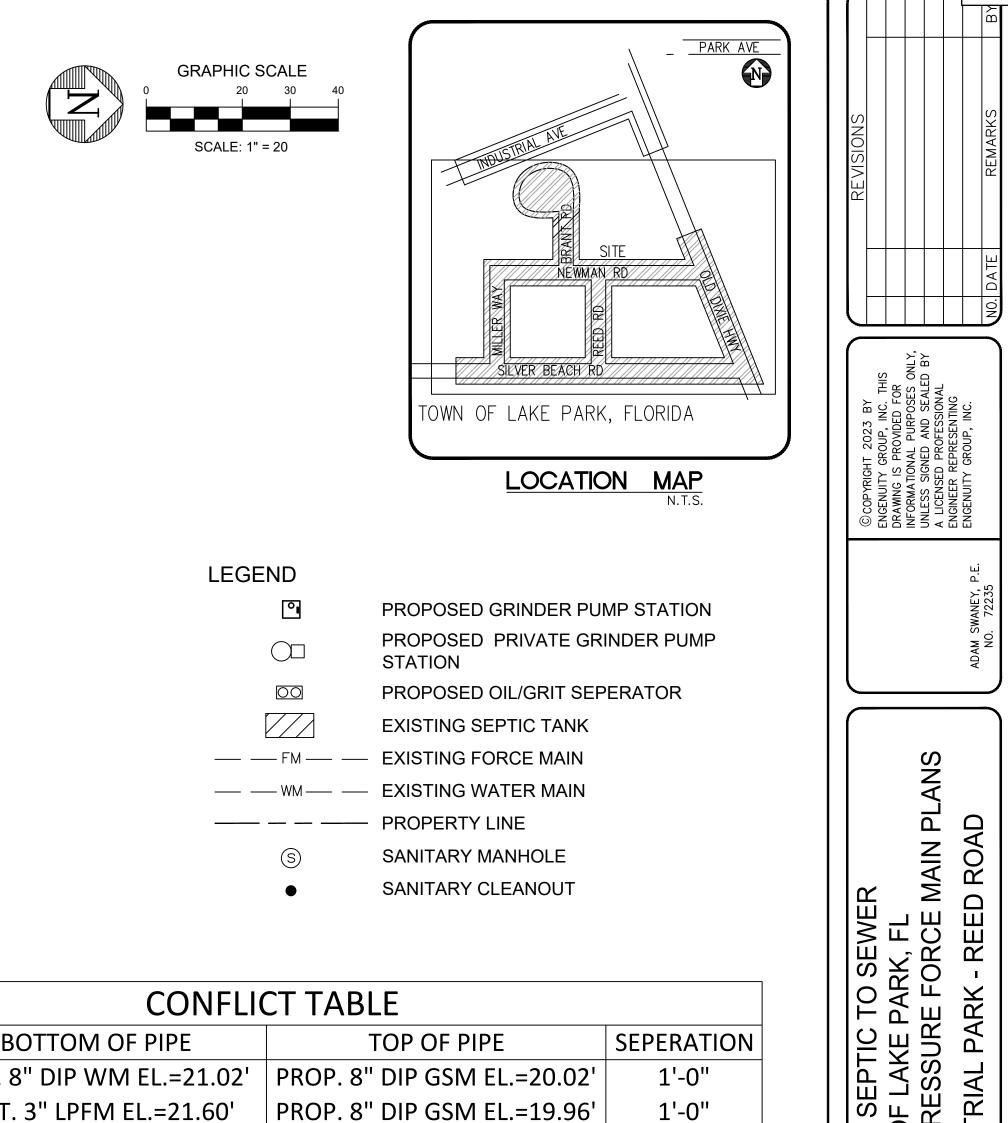
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	CONFLICT TABLE										
CONFLICT #	BOTTOM OF PIPE	TOP OF PIPE	SEPERATION								
6	EXST. 8" DIP WM EL.=21.02'	PROP. 8" DIP GSM EL.=20.02'	1'-0"								
7	EXST. 3" LPFM EL.=21.60'	PROP. 8" DIP GSM EL.=19.96'	1'-0"								
8	PROP. 8" DIP GSM EL.=19.14'	EXST. 18" RCP STM EL.=18.61'	0'-6"								
9	EXST. 6" AC WM EL.=20.08'	PROP. 6" SAN SRV EL.=19.31'	0'-9"								
10	EXST. 6" AC WM EL.=20.75'	PROP. 6" SAN SRV EL.=19.08'	1'-0"								
11	EXST. 6" AC WM EL.=20.50'	PROP. 6" SAN SRV EL.=19.00'	1'-6"								
12	EXST. (") WAT SRV EL.=20.75'	PROP. 8" DIP GSM EL.=18.98'	1'-9"								
13	EXST. (") WAT SRV EL.=20.75'	PROP. 3" LPFM EL.=19.75'	1'-0"								
14	EXST. 6" AC WM EL.=20.50'	PROP. 6" SAN SRV EL.=19.00'	1'-6"								
15	PROP. 3" LPFM EL.=21.40'	PROP. 6" SAN SRV EL.=18.90'	1'-6"								



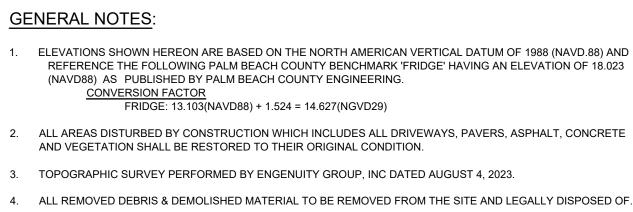
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CLEARANCE OF THE NEW SEWER SYSTEM.

(NAVD88) AS PUBLISHED BY PALM BEACH COUNTY ENGINEERING. <u>CONVERSION FACTOR</u> FRIDGE: 13.103(NAVD88) + 1.524 = 14.627(NGVD29)

5. CONTRACTOR TO FIELD VERIFY LOCATION OF SEPTIC TANK PRIOR TO CONSTRUCTION. SEPTIC TANK

ABANDONMENT AND CONNECTION TO PROPOSED SYSTEM SHALL OCCUR AFTER PBC HEALTH DEPARTMENT



	J:\Land Projects R2\18187.27 Lake Park Septic to Sewer\18187.27 Sewer Plans.dwg DATE: 10/26/2023 11:56 AM	A Higher Standard of Excellence		ENGINEERS • SURVEYORS • GIS MAPPERS	1280 N CONGRESS AVE, SUITE 101 WEST PAIM BEACH FLORIDA 33409	PH (561)655-1151 • FAX (561)832-9390 WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZ	
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	8187.27 Lake Pi	DATE	DRAWN	PROJECT ENGINEER	PROJECT MANAGER	CHECKED	
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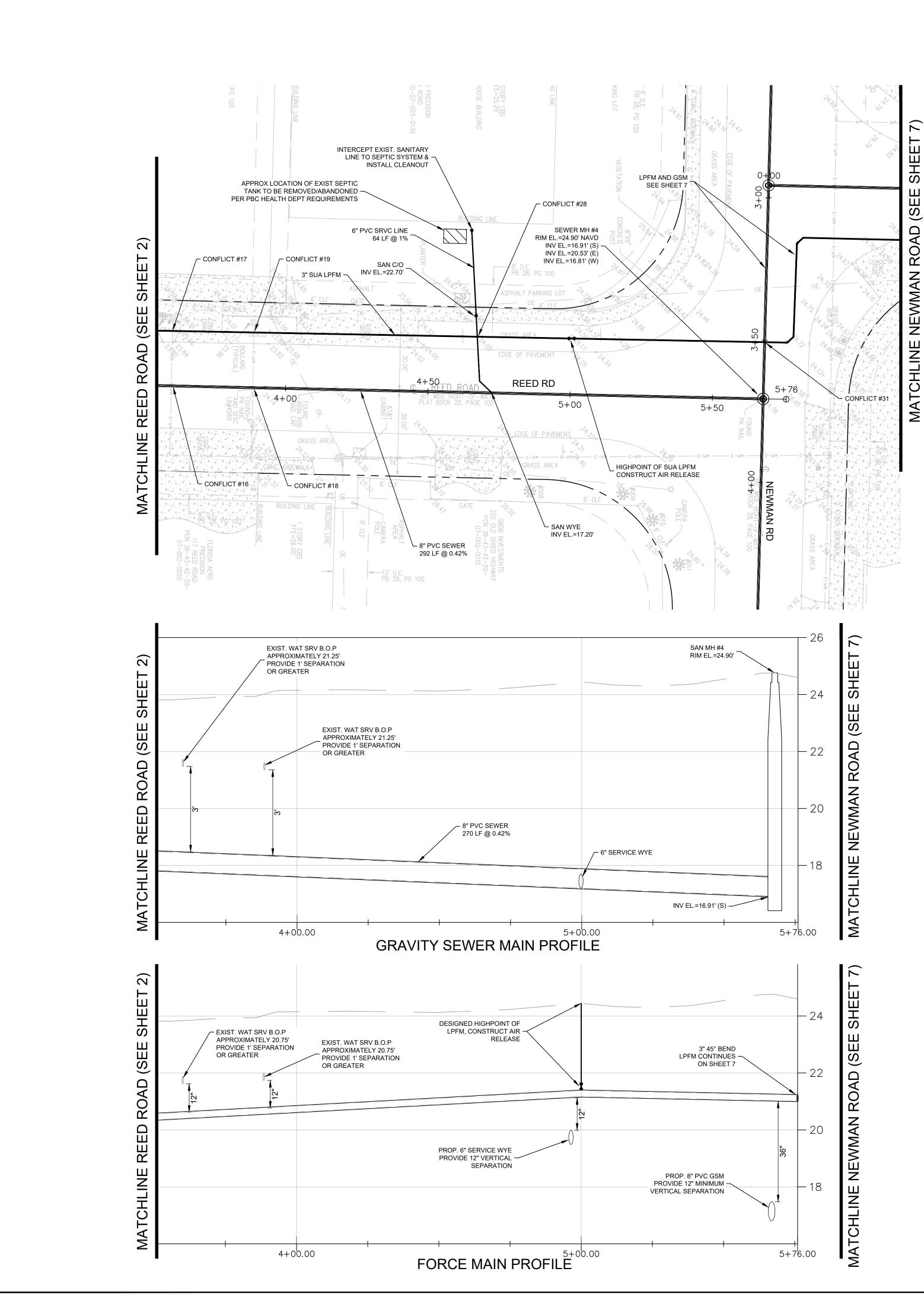
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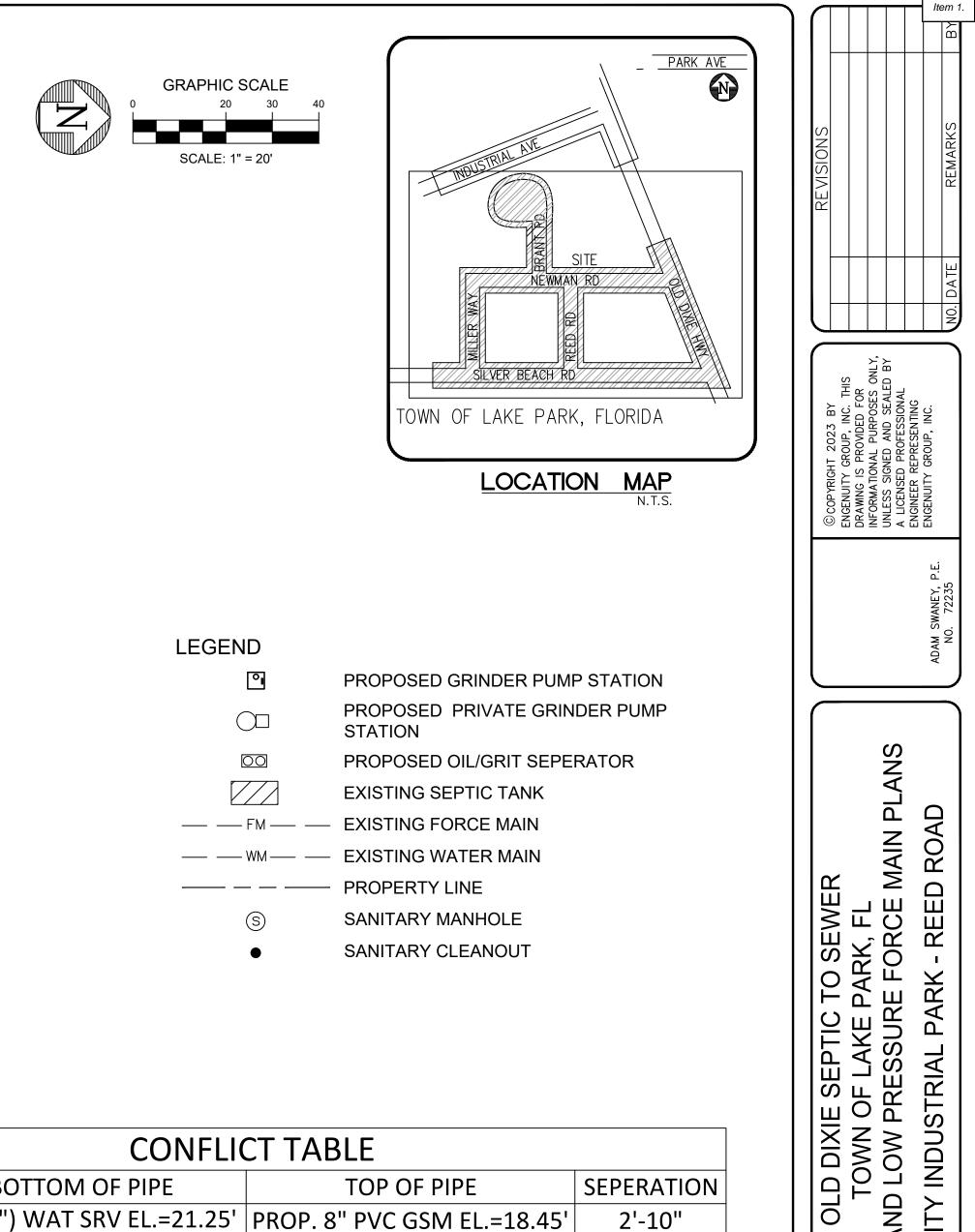
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CONFLICT #	BOTTOM OF PIPE	TOP OF PIPE	SEPERATION
16	EXST. (") WAT SRV EL.=21.25'	PROP. 8" PVC GSM EL.=18.45'	2'-10"
17	EXST. (") WAT SRV EL.=21.25'	PROP. 3" LPFM EL.=20.25'	1'-0"
18	EXST. (") WAT SRV EL.=21.25'	PROP. 8" PVC GSM EL.=18.33'	2'-11"
19	EXST. (") WAT SRV EL.=21.25'	PROP. 3" LPFM EL.=20.25'	1'-0"
28	PROP. 3" LPFM EL.=21.93'	EXST. (") LPFM EL.=20.79'	1'-2"
31	PROP. 3" LPFM EL.=20.48'	PROP. 8" PVC GSM EL.=17.48'	3'-0"



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<u>CONVERSION FACTOR</u> FRIDGE: 13.103(NAVD88) + 1.524 = 14.627(NGVD29)

2. ALL AREAS DISTURBED BY CONSTRUCTION WHICH INCLUDES ALL DRIVEWAYS, PAVERS, ASPHALT, CONCRETE AND VEGETATION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.

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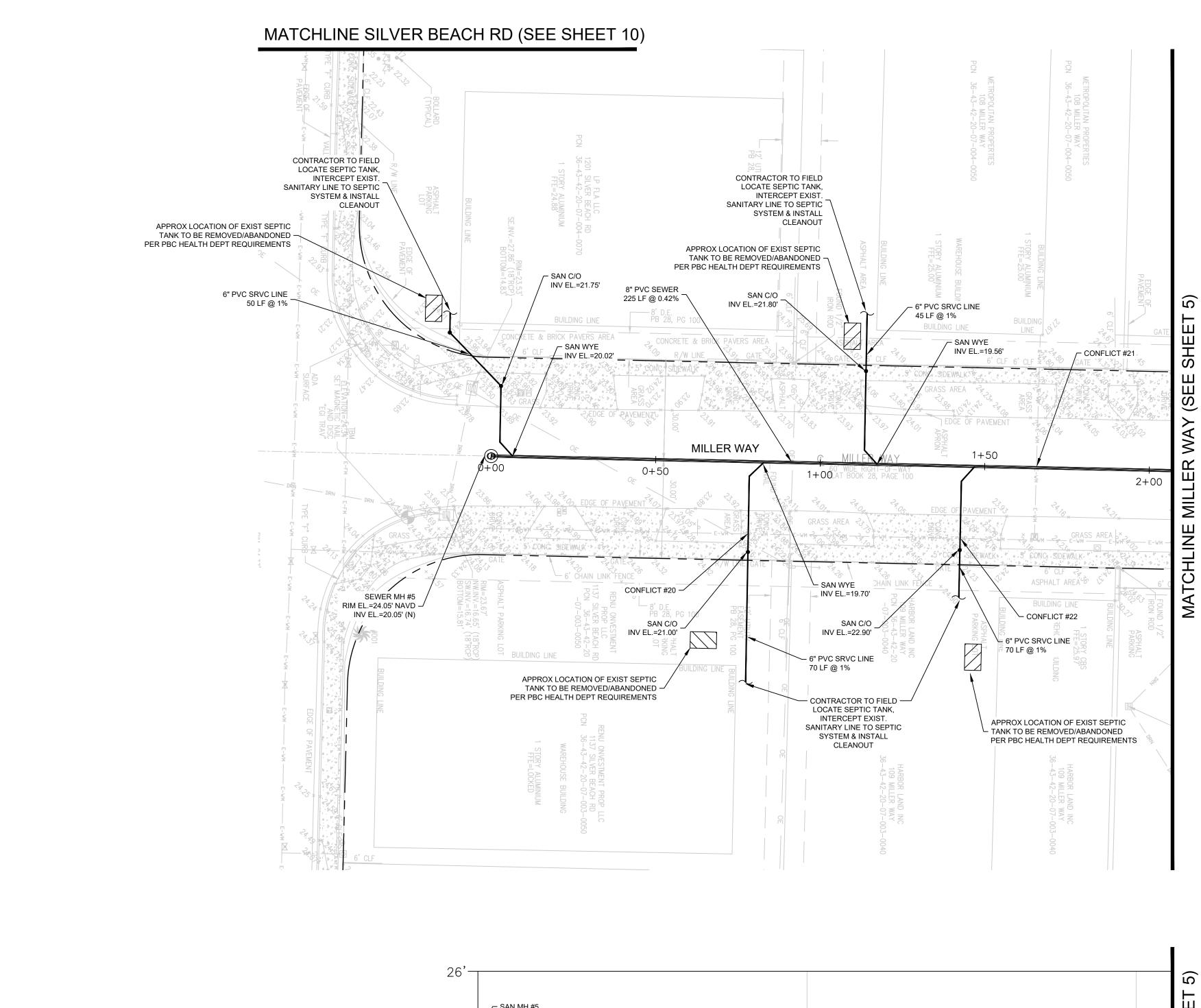
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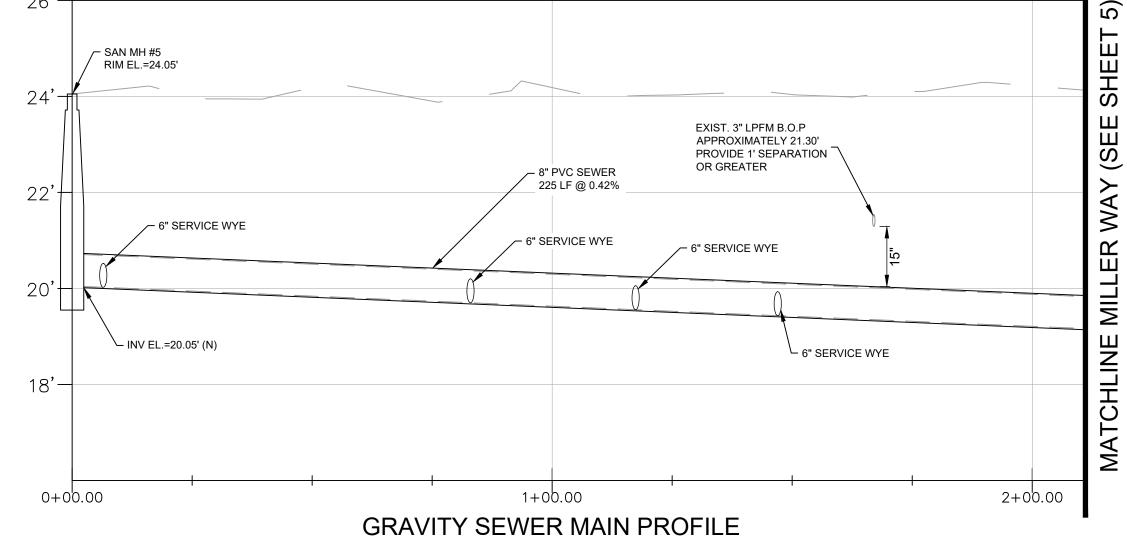
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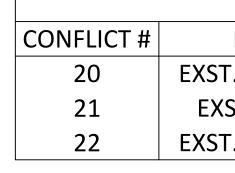
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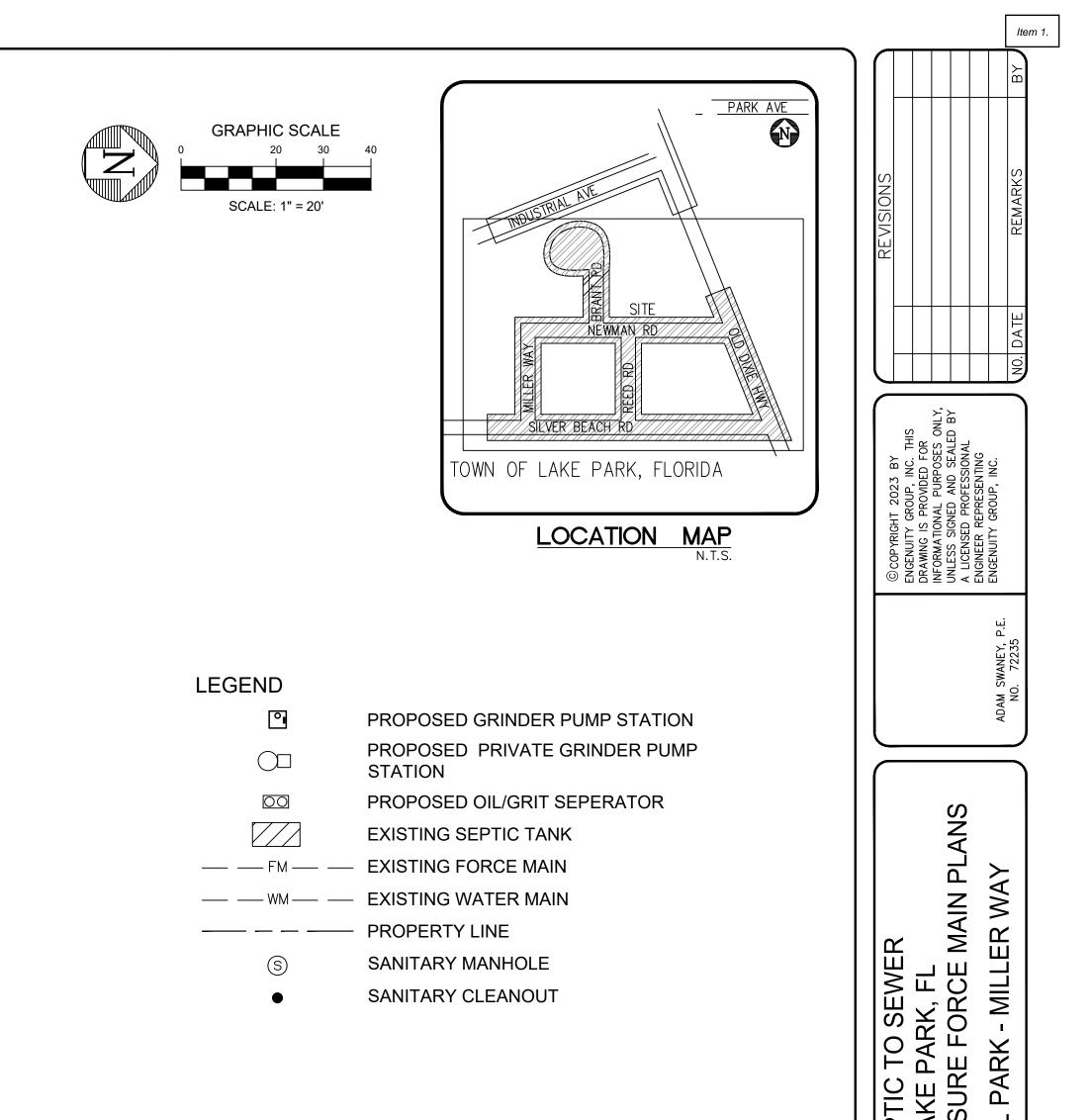
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| CONFLIC                 | CT TABLE                    |            |
|-------------------------|-----------------------------|------------|
| BOTTOM OF PIPE          | TOP OF PIPE                 | SEPERATION |
| T. 4" AC WM EL.=22.50'  | PROP. 6" SAN SRV EL.=21.50' | 1'-0"      |
| (ST. 6" FIRE EL.=22.33' | PROP. 8" PVC GSM EL.=20.02' | 2'-4"      |
| T. 4" AC WM EL.=21.67'  | PROP. 6" SAN SRV EL.=20.67' | 1'-0"      |

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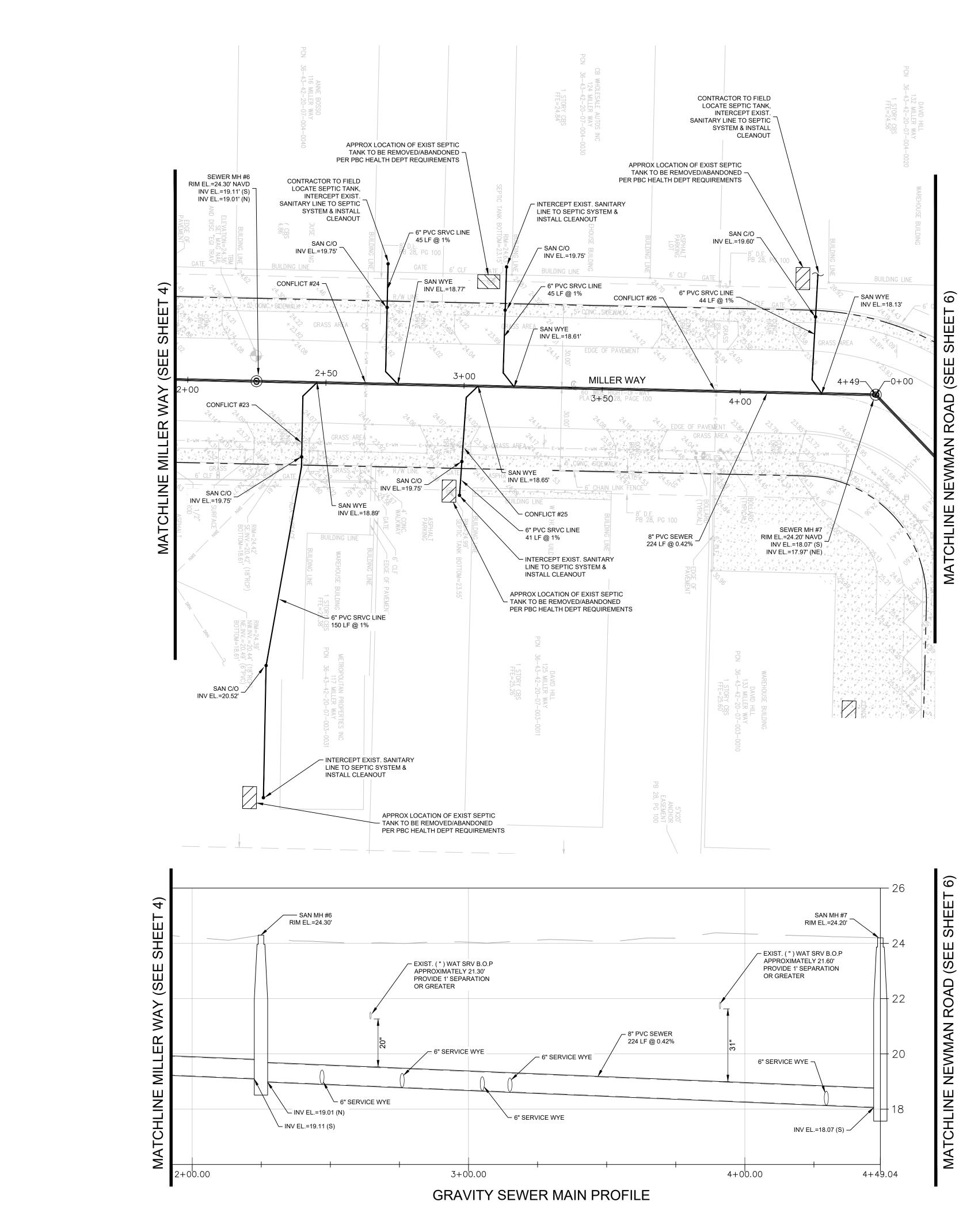
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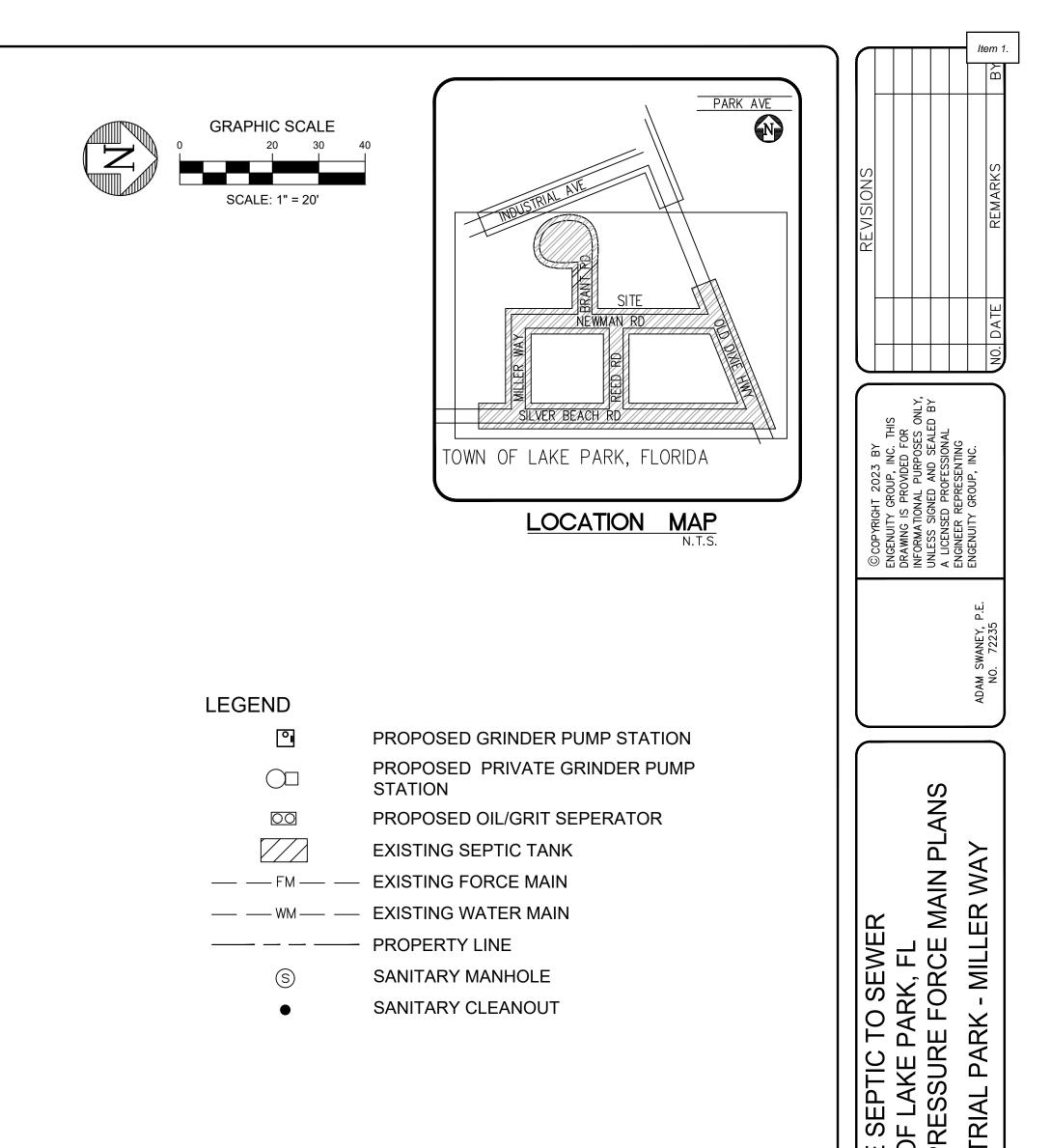
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|            | CONFLIC                      | CT TABLE                    |            |
|------------|------------------------------|-----------------------------|------------|
| CONFLICT # | BOTTOM OF PIPE               | TOP OF PIPE                 | SEPERATION |
| 23         | EXST. 4" AC WM EL.=20.70'    | PROP. 6" SAN SRV EL.=19.70' | 1'-0"      |
| 24         | EXST. (") WAT SRV EL.=21.30' | PROP. 8" PVC GSM EL.=19.53' | 1'-9"      |
| 25         | EXST. 4" AC WM EL.=22.00'    | PROP. 6" SAN SRV EL.=21.00' | 1'-0"      |
| 26         | EXST. (") WAT SRV EL.=21.60' | PROP. 8" PVC GSM EL.=18.98' | 2'-7"      |



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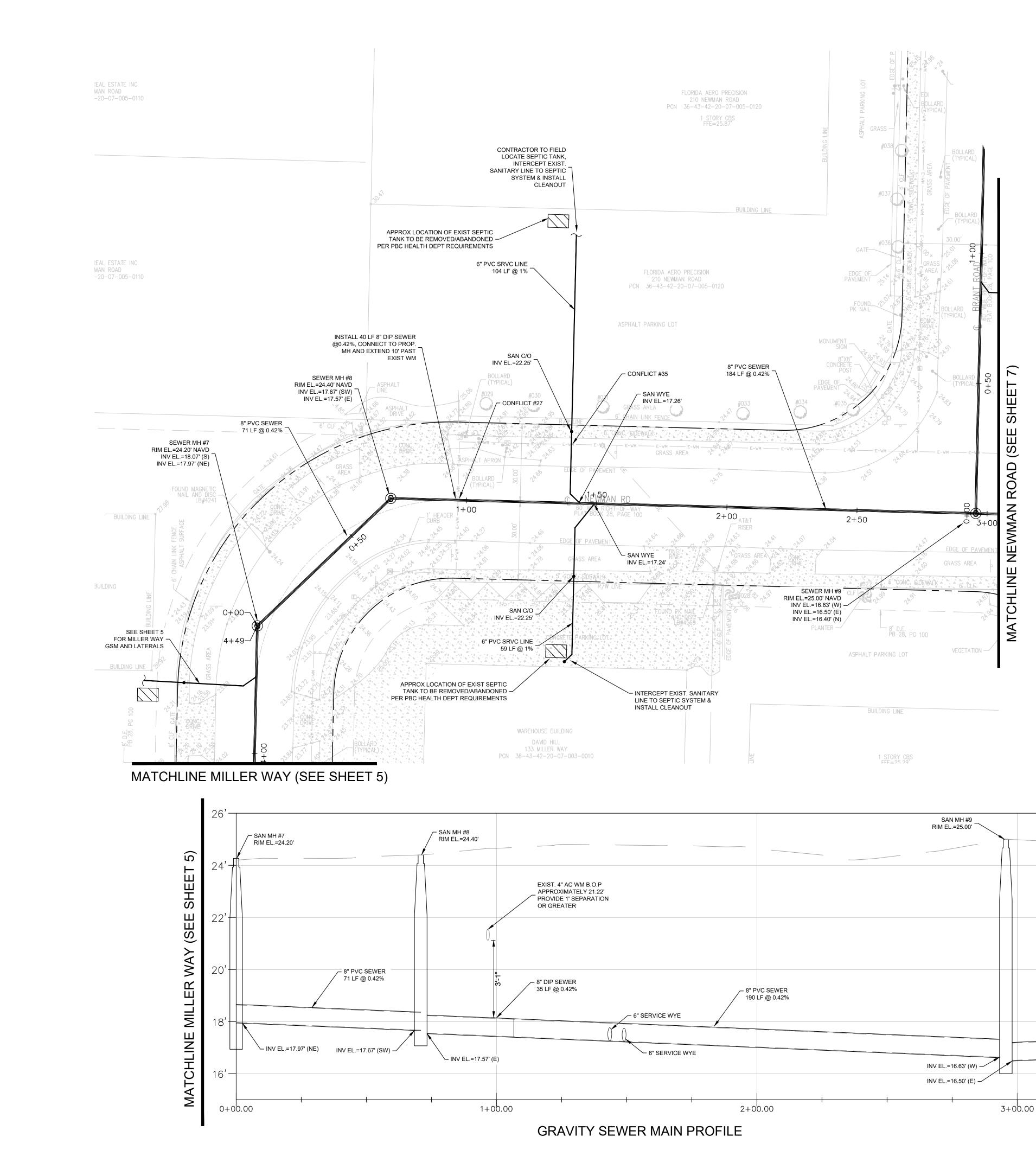
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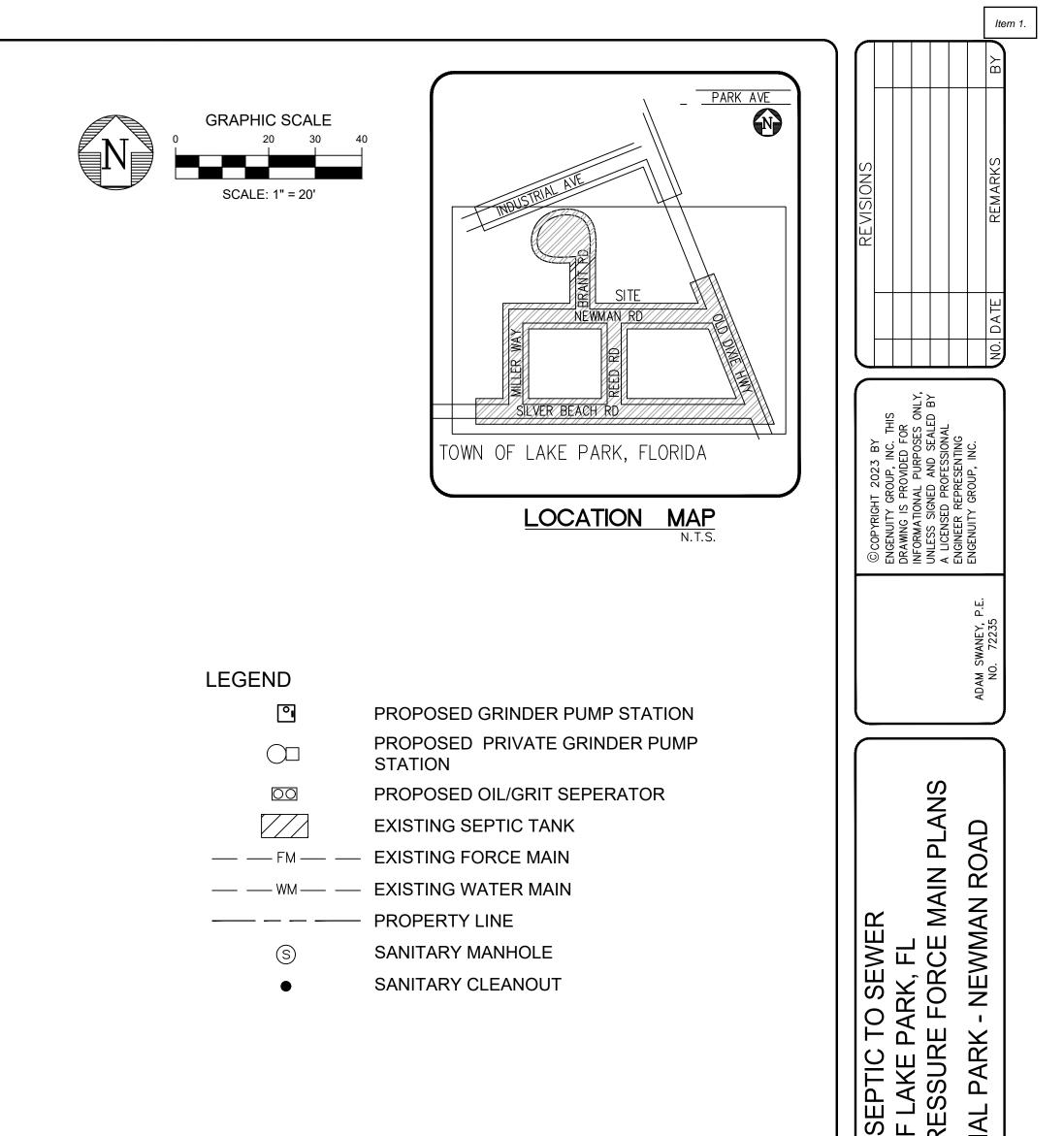
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| CONFLIC                    | CT TABLE                    |            |
|----------------------------|-----------------------------|------------|
| BOTTOM OF PIPE             | TOP OF PIPE                 | SEPERATION |
| (ST. 4" WAT SRV EL.=21.22' | PROP. 8" PVC GSM EL.=18.13' | 3'-1"      |
| XST. 4" AC WM EL.=21.30'   | PROP. 6" SAN SRV EL.=20.05' | 1'-3"      |



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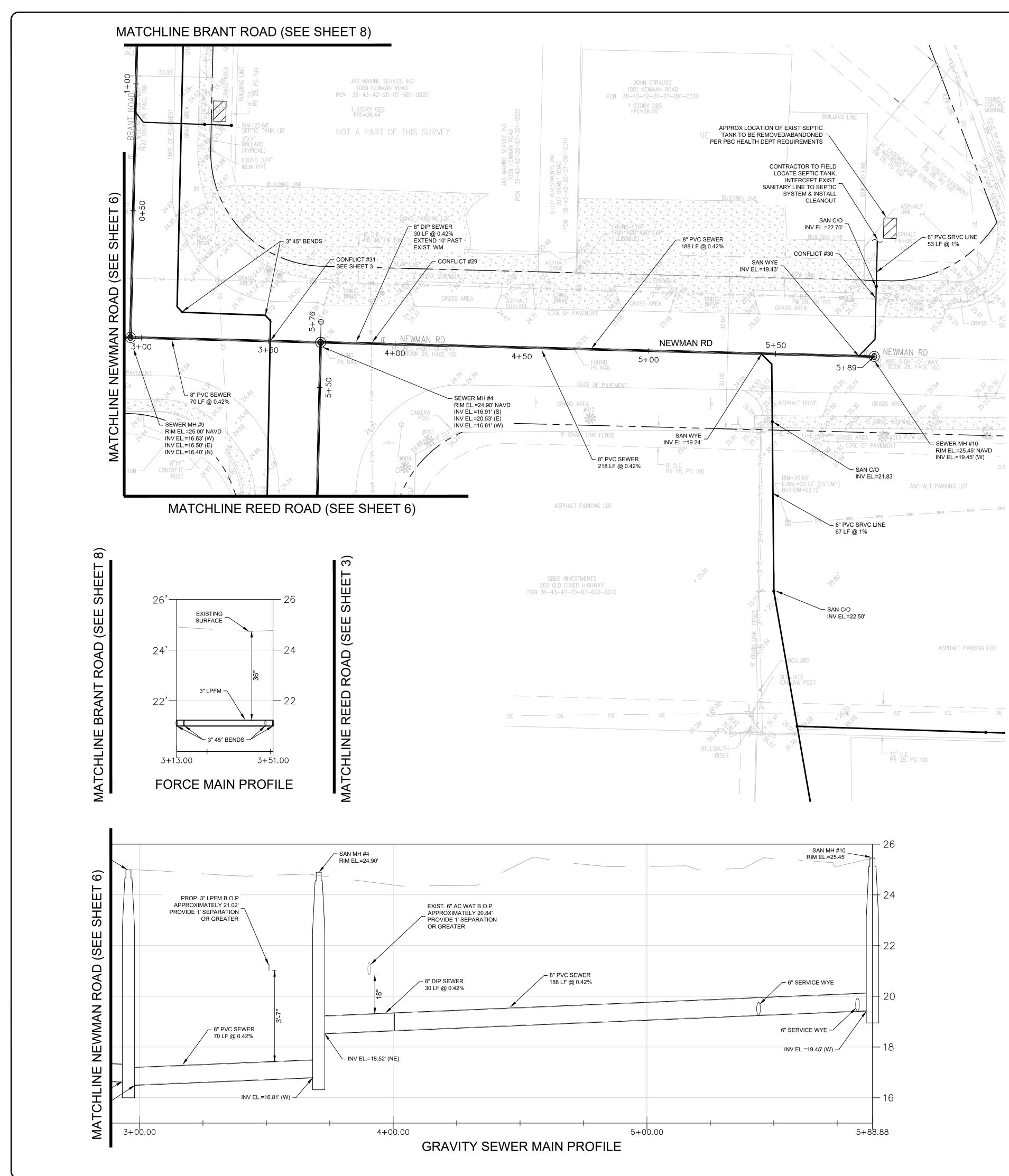
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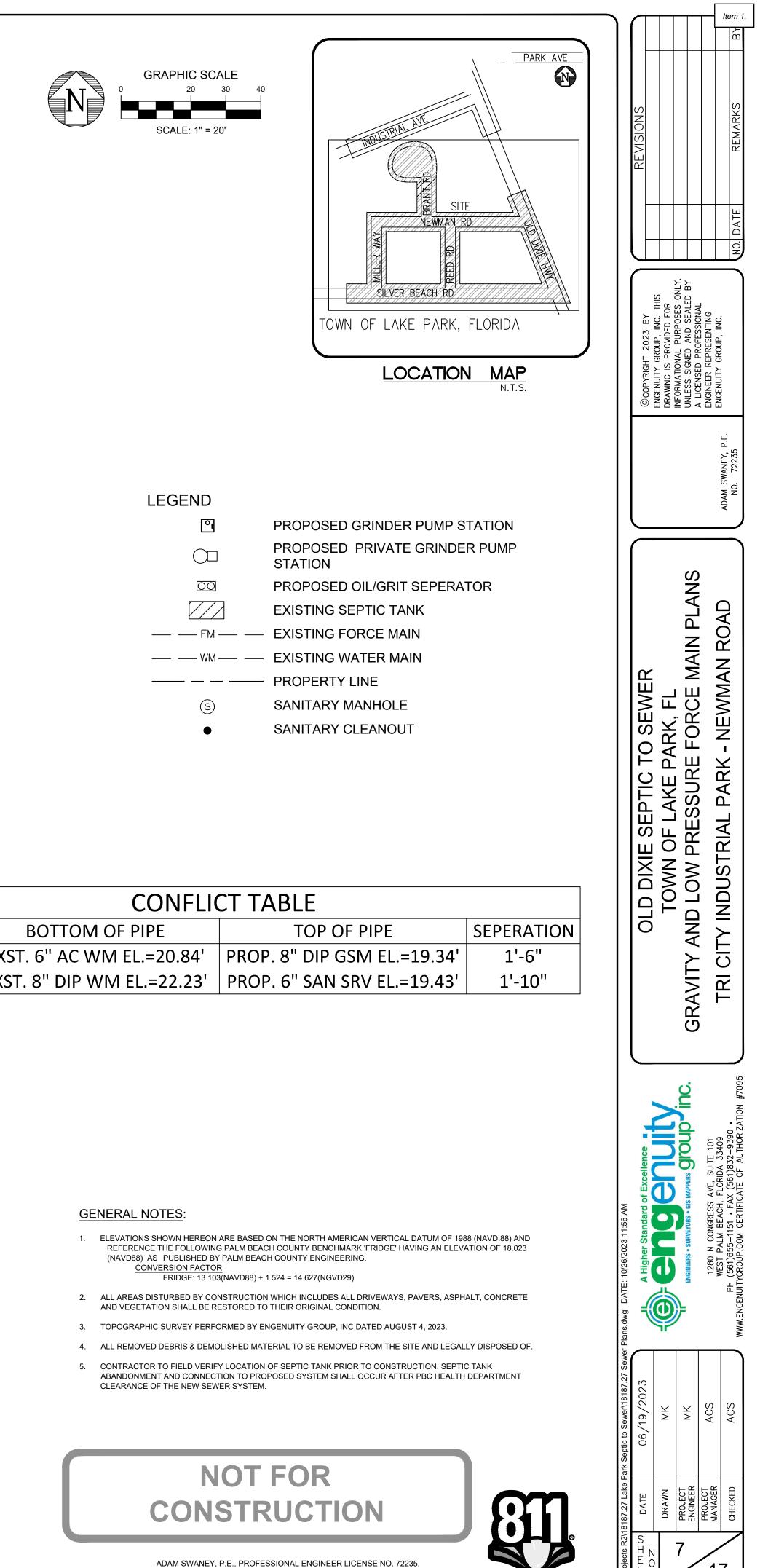
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| 29         | EXS |
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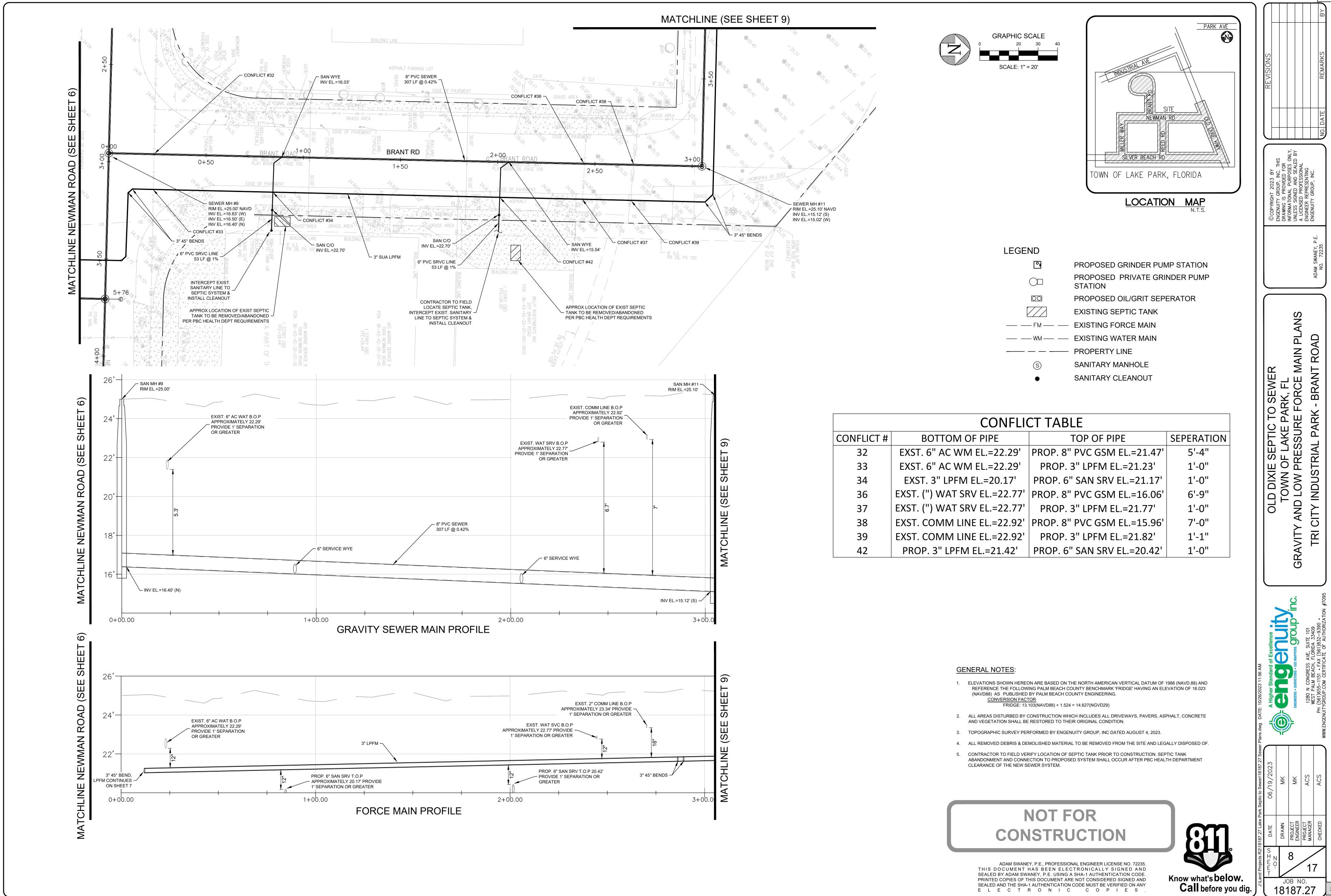
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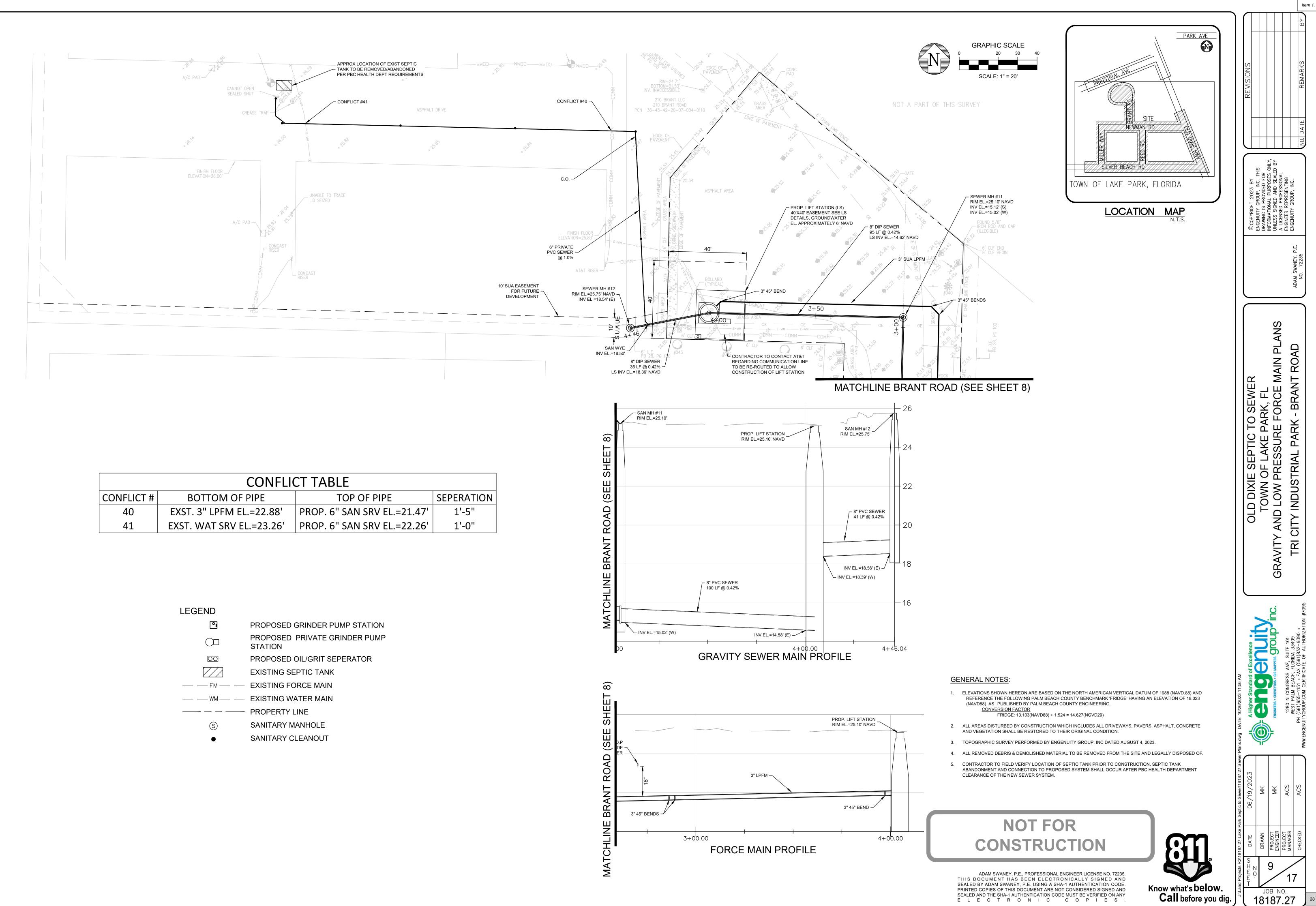
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| CONFLIC                | CT TABLE                    |            |
|------------------------|-----------------------------|------------|
| BOTTOM OF PIPE         | TOP OF PIPE                 | SEPERATION |
| . 6" AC WM EL.=22.29'  | PROP. 8" PVC GSM EL.=21.47' | 5'-4"      |
| . 6" AC WM EL.=22.29'  | PROP. 3" LPFM EL.=21.23'    | 1'-0"      |
| T. 3" LPFM EL.=20.17'  | PROP. 6" SAN SRV EL.=21.17' | 1'-0"      |
| (") WAT SRV EL.=22.77' | PROP. 8" PVC GSM EL.=16.06' | 6'-9"      |
| (") WAT SRV EL.=22.77' | PROP. 3" LPFM EL.=21.77'    | 1'-0"      |
| COMM LINE EL.=22.92'   | PROP. 8" PVC GSM EL.=15.96' | 7'-0"      |
| COMM LINE EL.=22.92'   | PROP. 3" LPFM EL.=21.82'    | 1'-1"      |
| P. 3" LPFM EL.=21.42'  | PROP. 6" SAN SRV EL.=20.42' | 1'-0"      |

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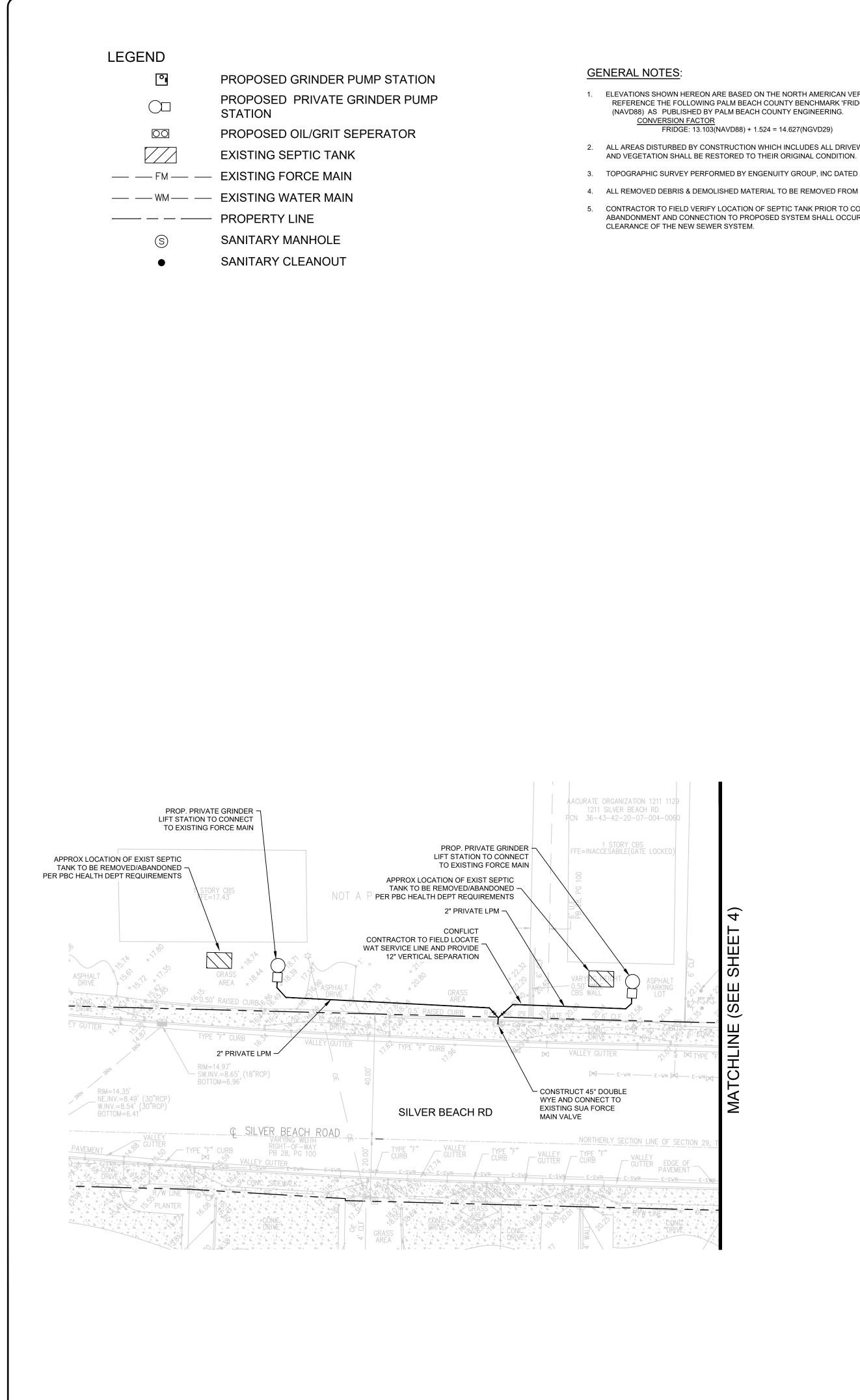
|            | CONFLI                   | CT TABLE                  |
|------------|--------------------------|---------------------------|
| CONFLICT # | BOTTOM OF PIPE           | TOP OF PIPE               |
| 40         | EXST. 3" LPFM EL.=22.88' | PROP. 6" SAN SRV EL.=21.4 |
| 41         | EXST. WAT SRV EL.=23.26' | PROP. 6" SAN SRV EL.=22.2 |

| LEGEND |  |
|--------|--|
|        |  |

| °               | PROPOSED GRINDER PUMP STATION         |
|-----------------|---------------------------------------|
| $\bigcirc \Box$ | PROPOSED PRIVATE GRINDER PUMP STATION |
| 00              | PROPOSED OIL/GRIT SEPERATOR           |
|                 | EXISTING SEPTIC TANK                  |
| — — FM — —      | EXISTING FORCE MAIN                   |
| — — WM — —      | EXISTING WATER MAIN                   |
|                 | PROPERTY LINE                         |
| S               | SANITARY MANHOLE                      |
| •               | SANITARY CLEANOUT                     |
|                 |                                       |

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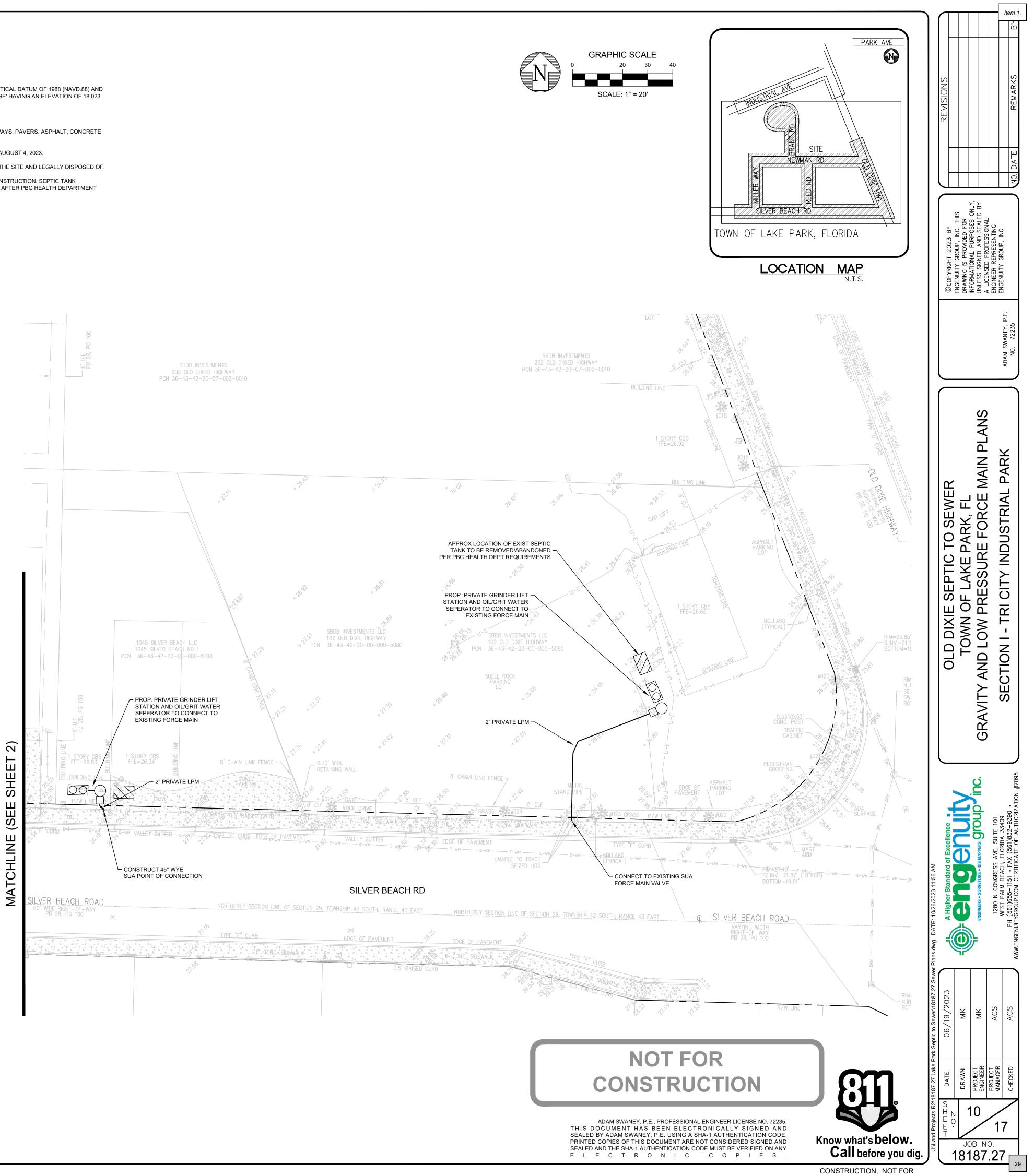
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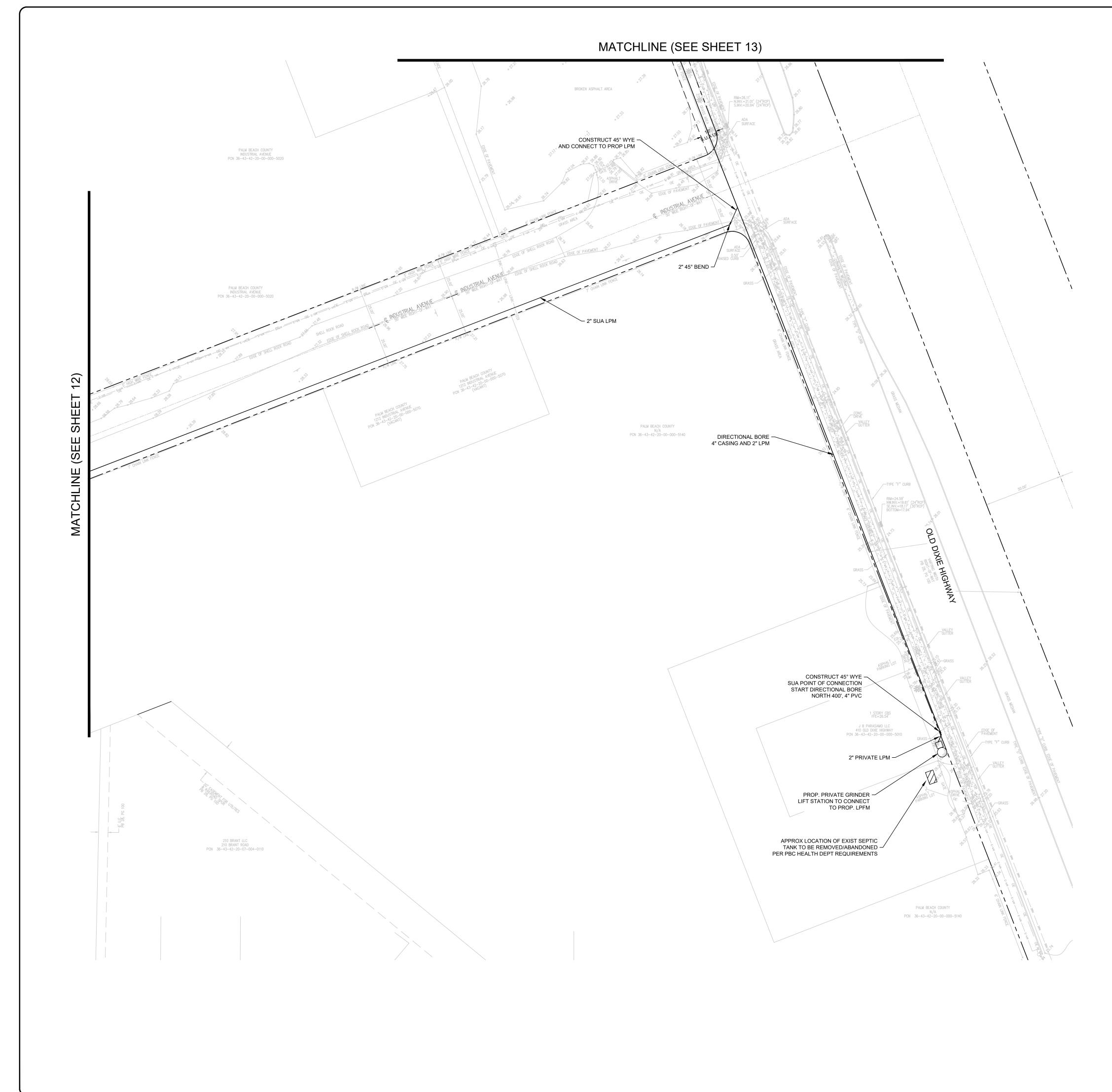
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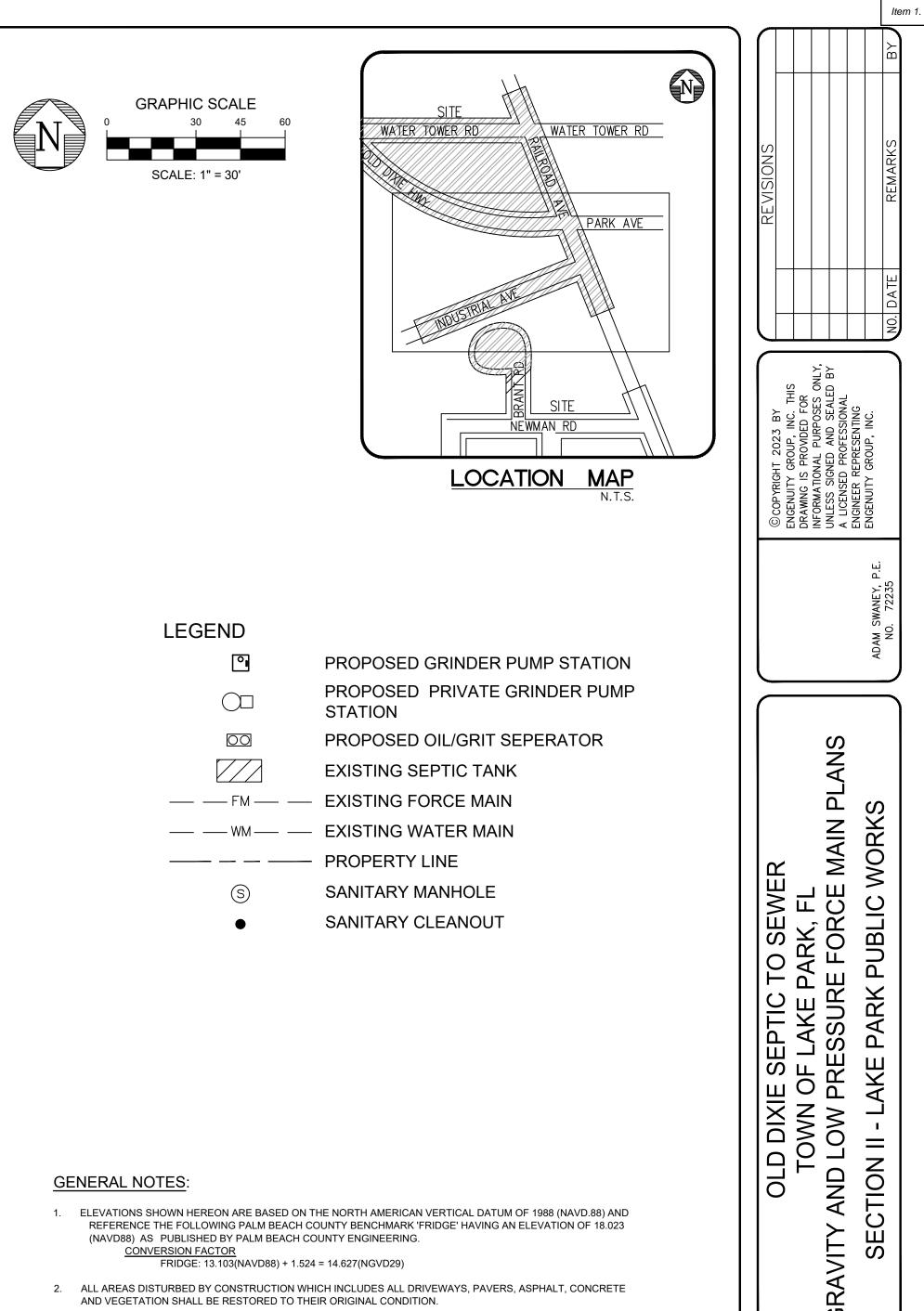
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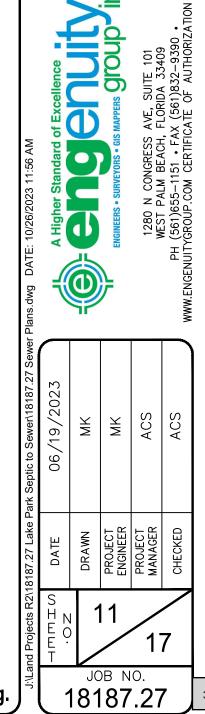
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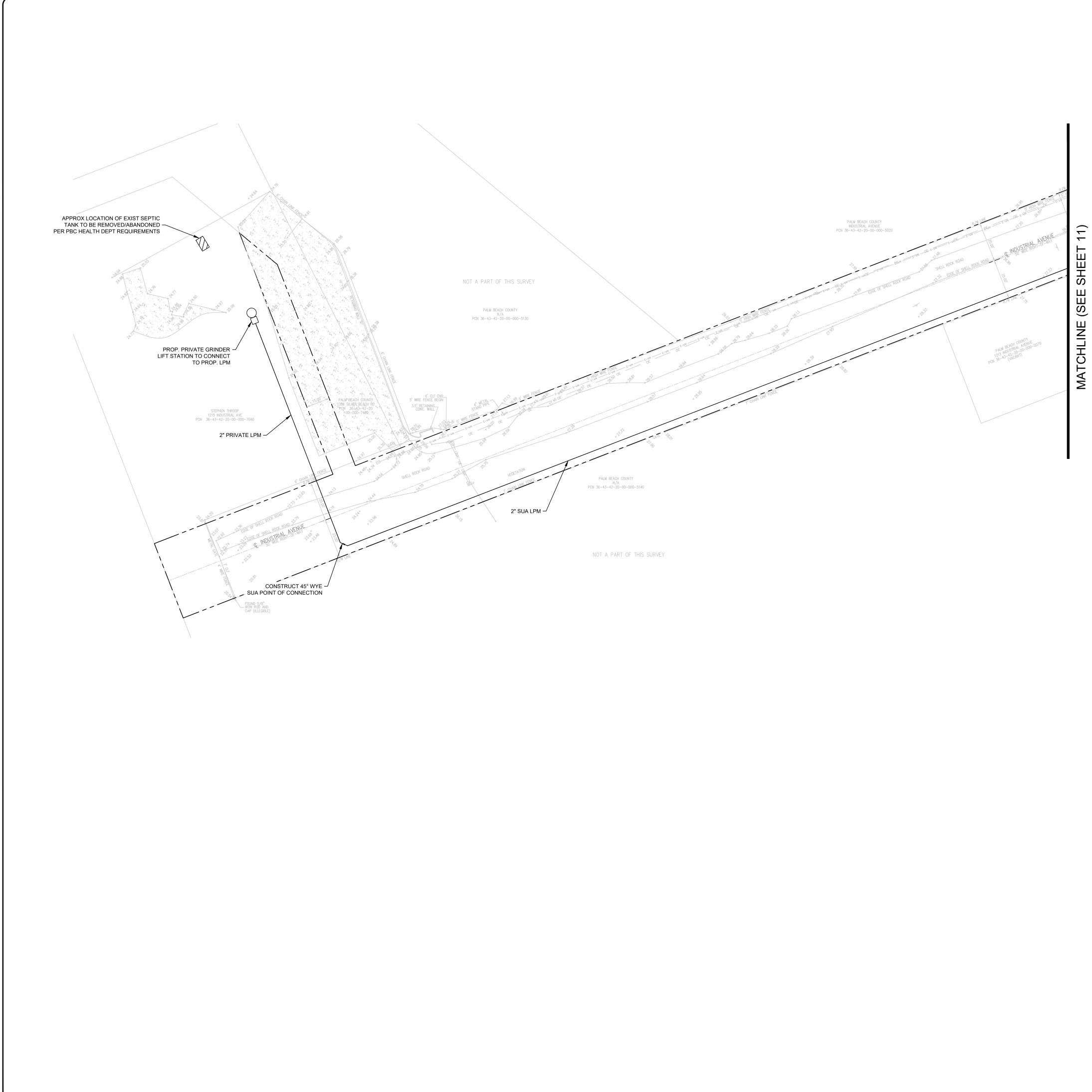
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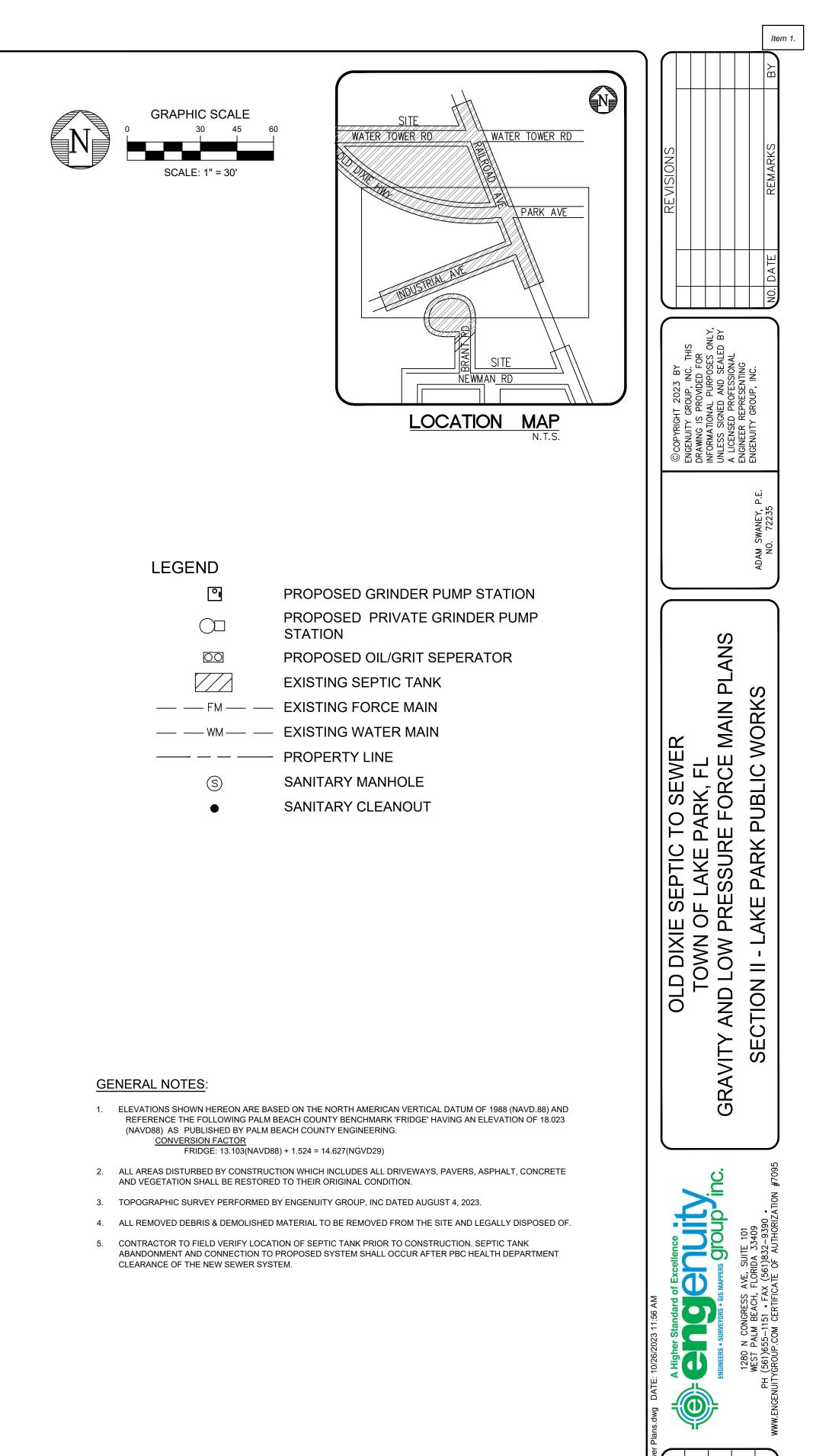


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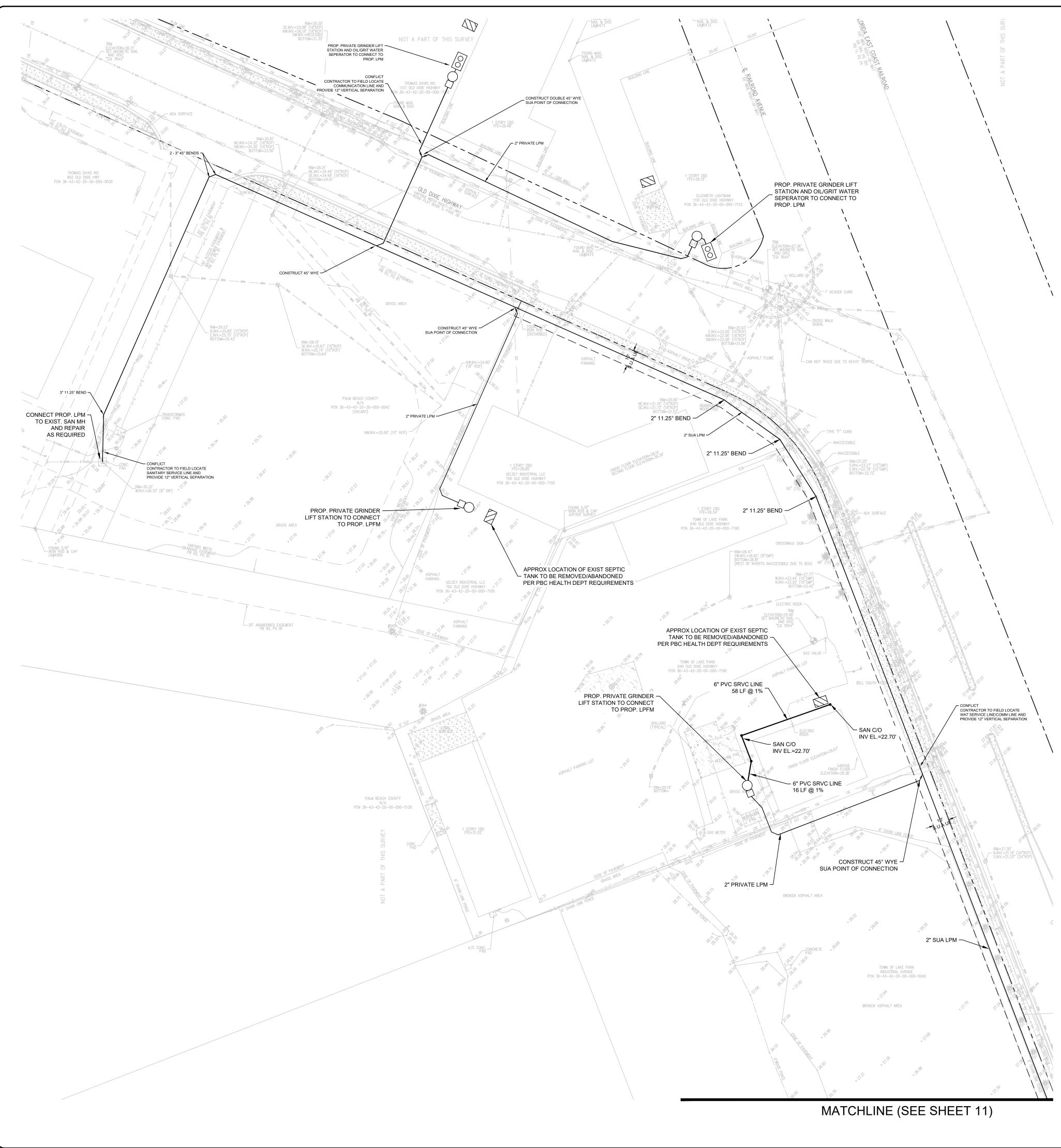


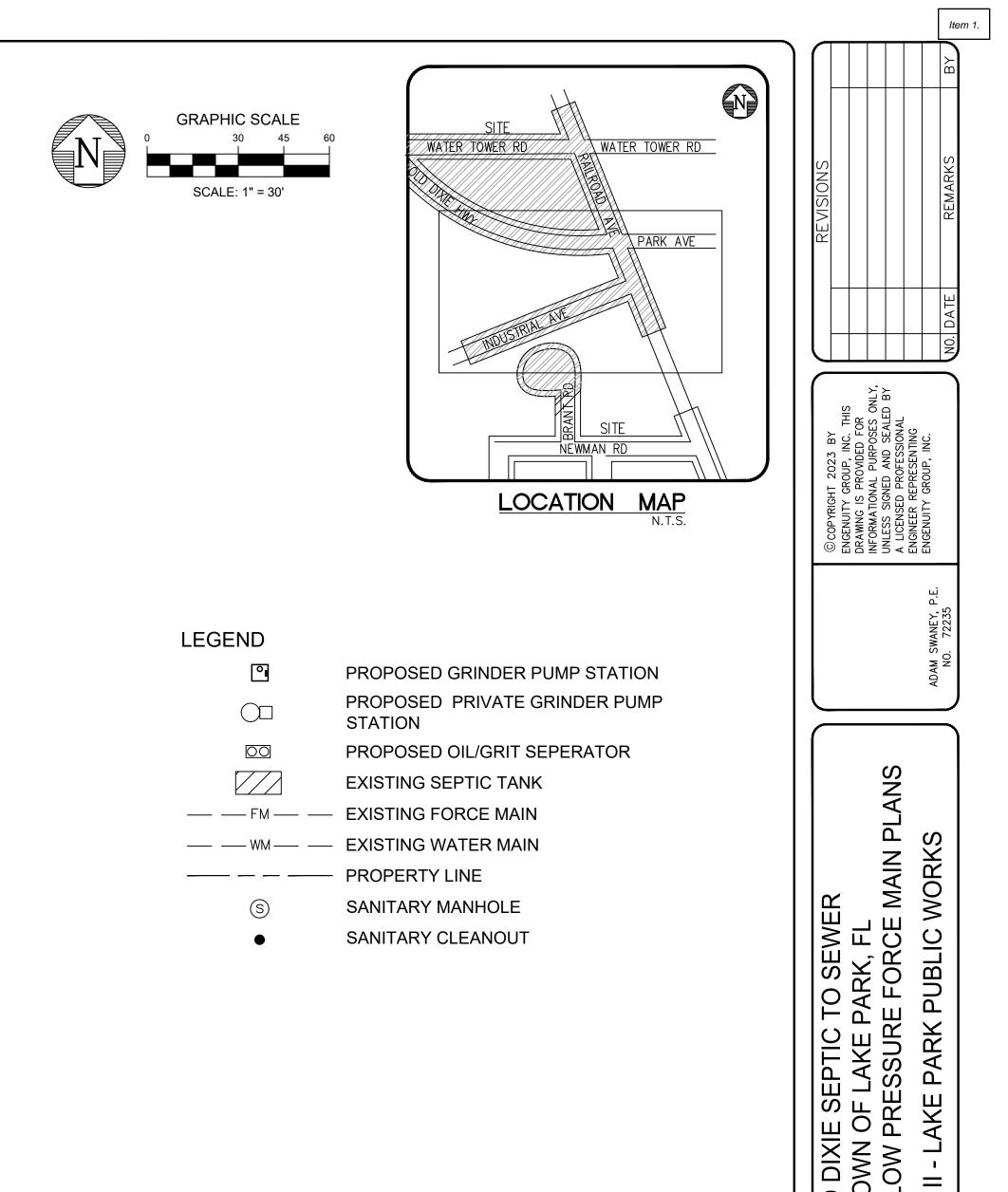
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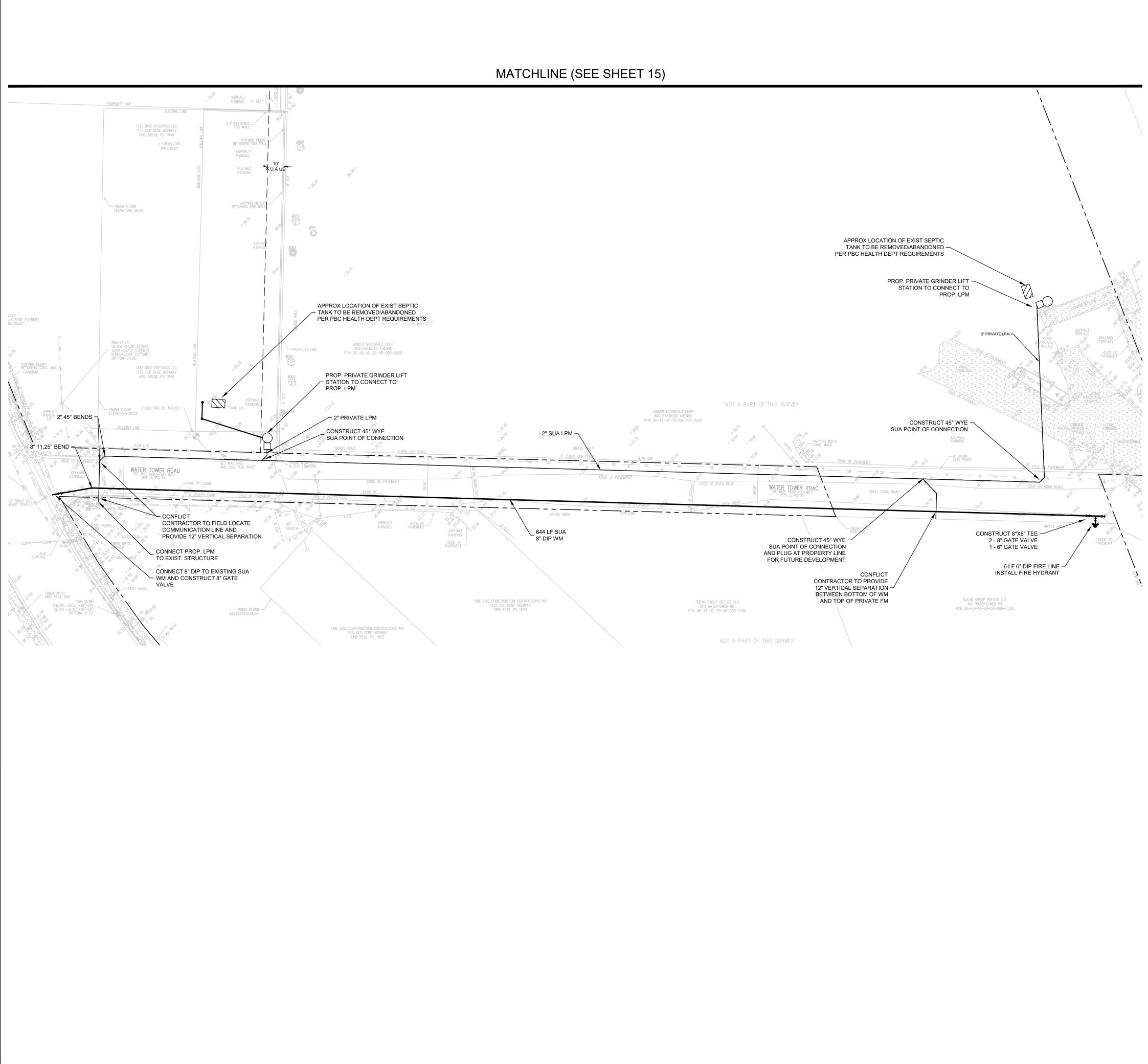
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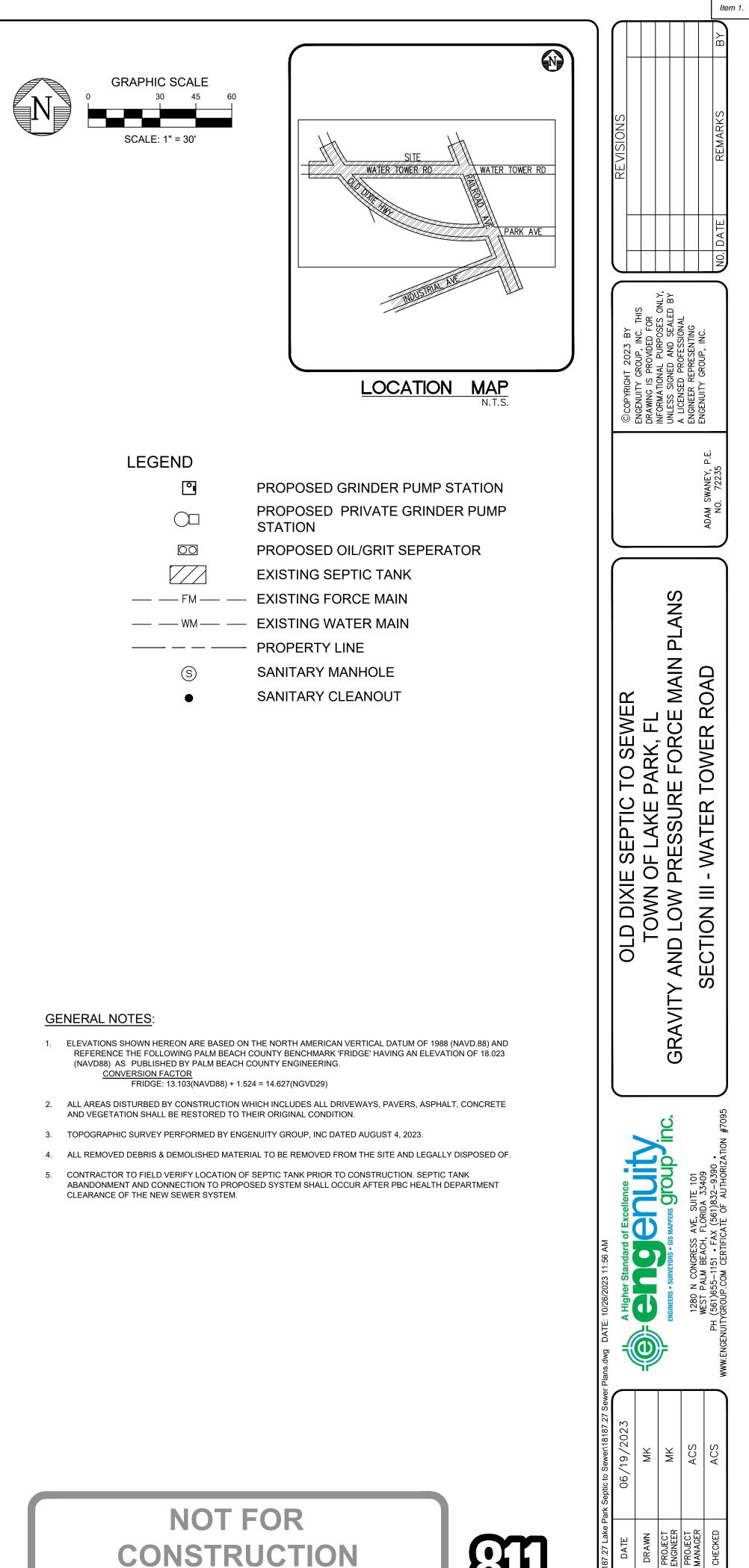




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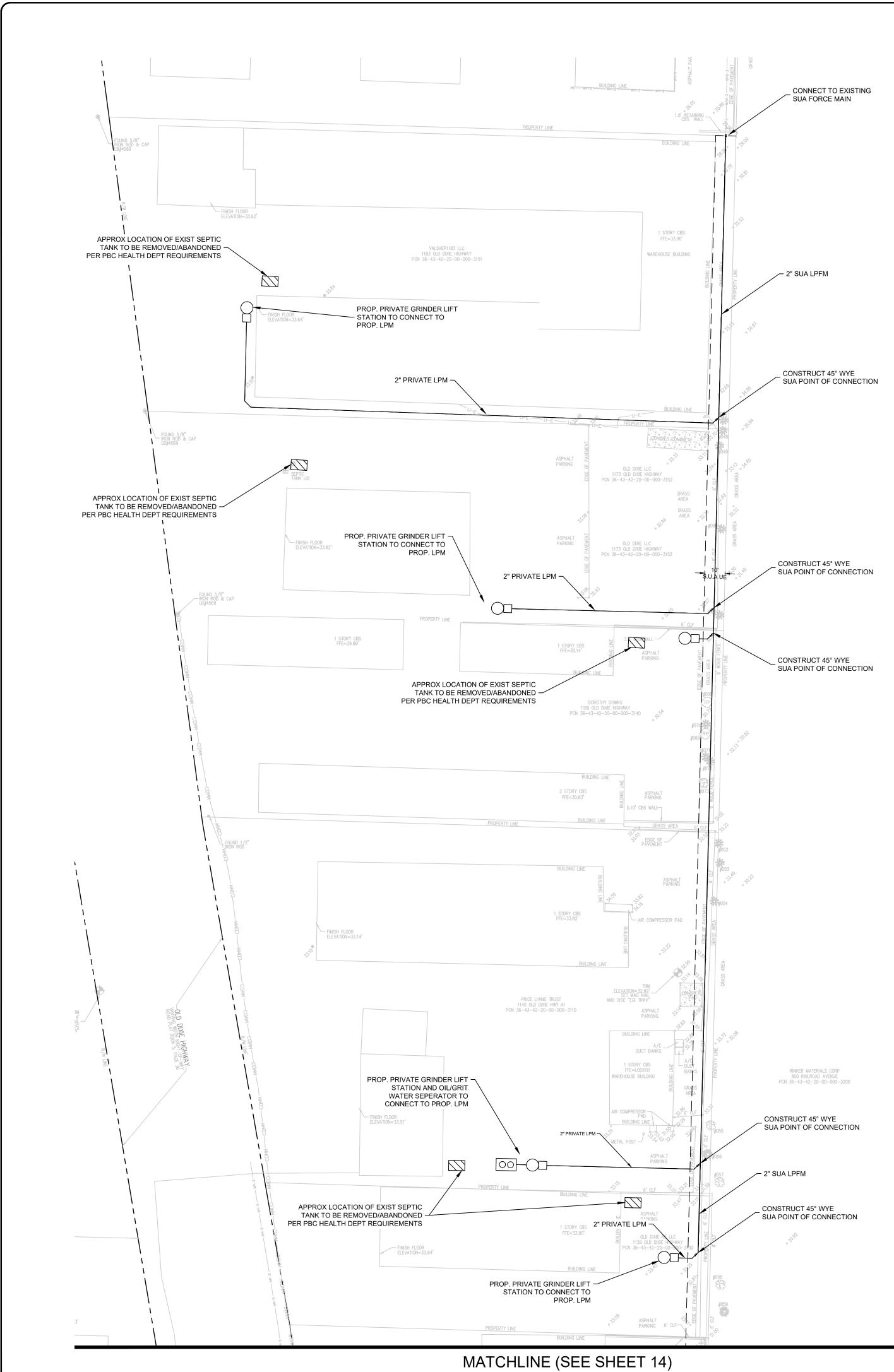


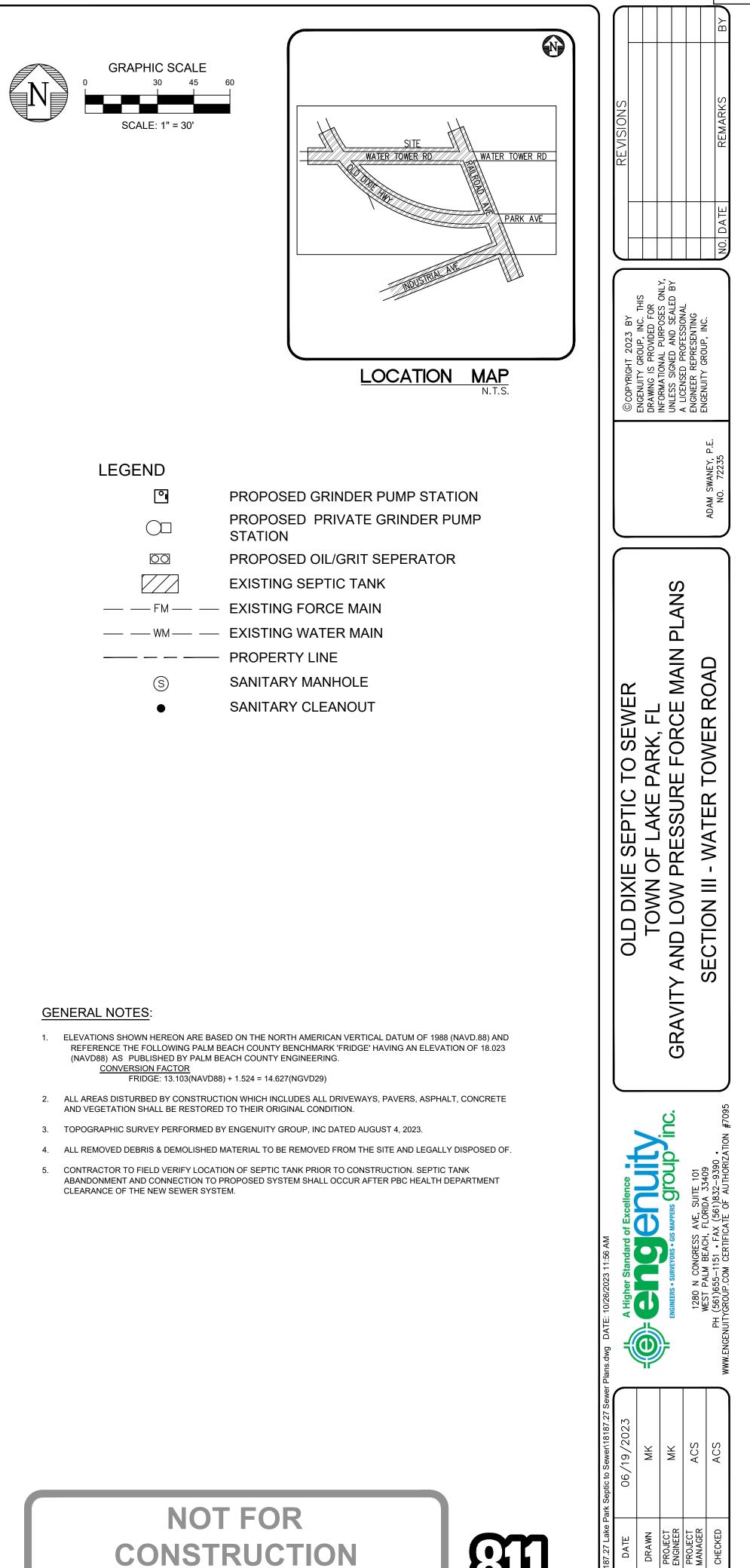
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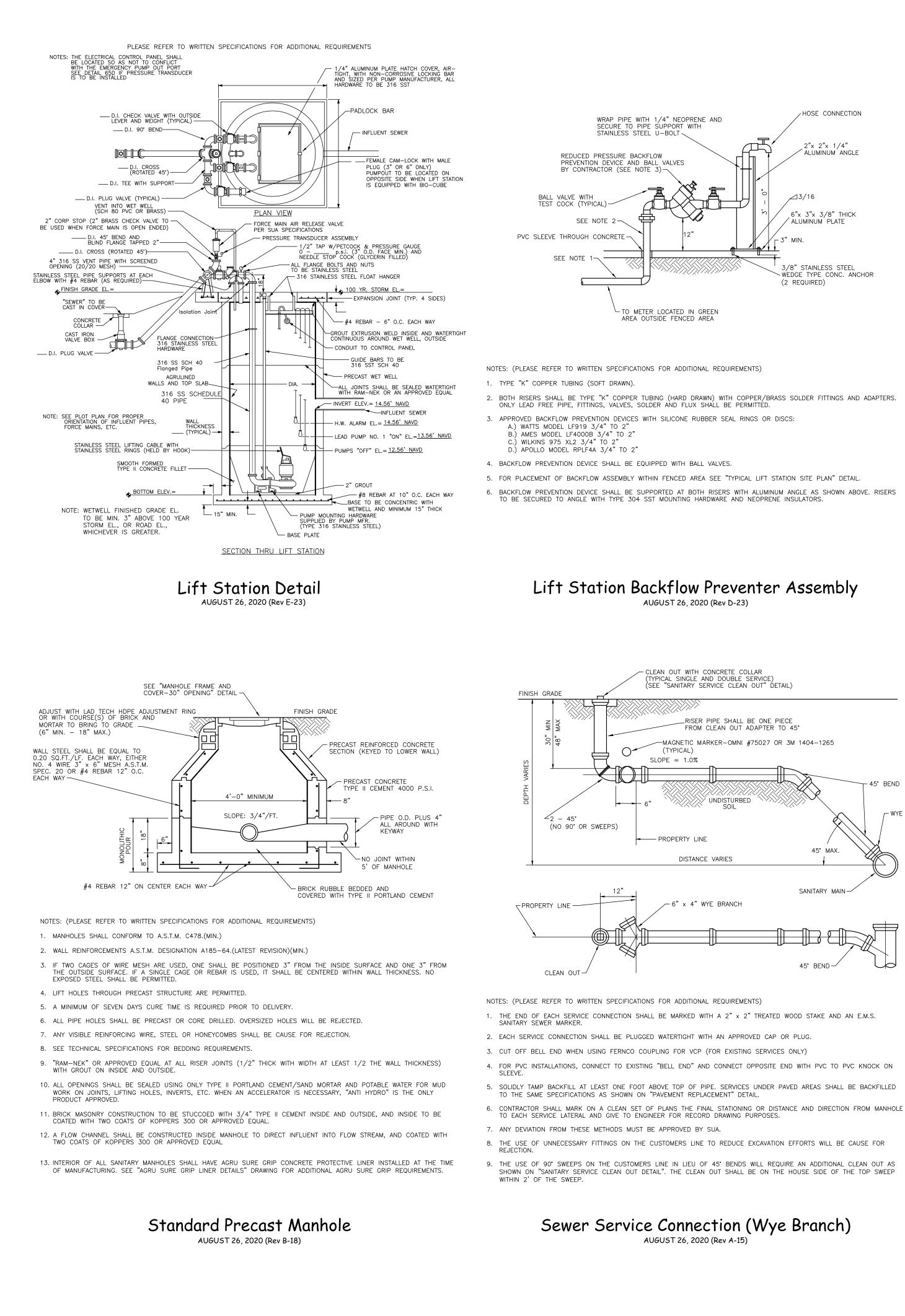


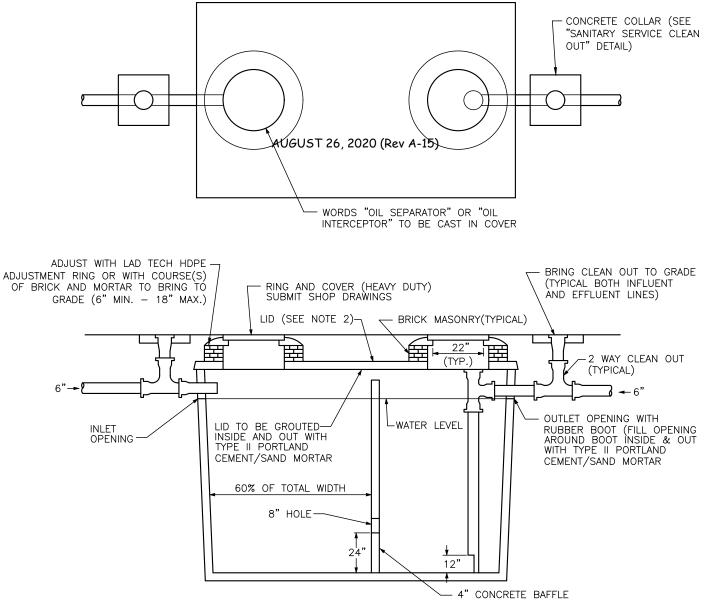
ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY E L E C T R O N I C C O P I E S .

Know what's **below.** Call before you dig. CONSTRUCTION, NOT FOR

JOB NO. 18187.27

Item 1.

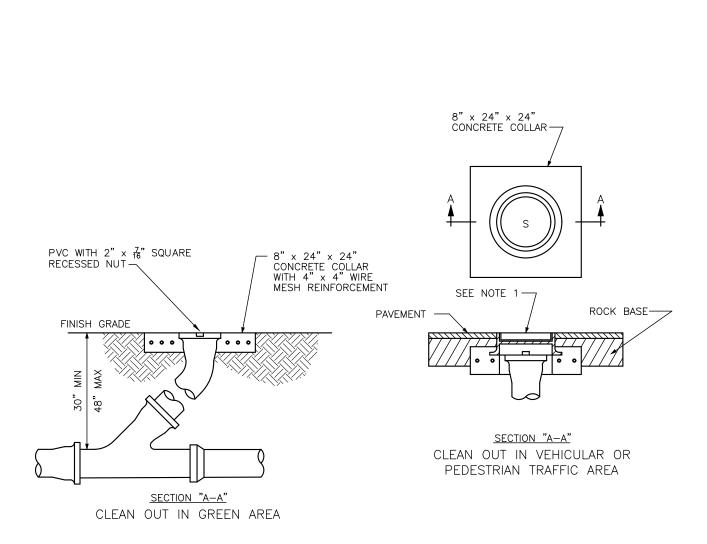




NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- 1. SHOP DRAWINGS FOR PRECAST TANKS SHALL BEAR THE FOLLOWING STATEMENT:"THIS CONCRETE STRUCTURE MEETS OR EXCEEDS ALL THE REQUIREMENTS FOR GREASE INTERCEPTORS/SEPTIC TANKS AS IN THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 10D-6 AND 64E-6, AND SUA "SPECIFICATIONS AND STANDARDS". THE SHOP DRAWINGS (3 COPIES MINIMUM) SHALL THEN BE SIGNED AND SEALED BY THE ENGINEER OF RECORD AND FORWARDED TO SUA FOR APPROVAL.
- 2. LID TYPES: A) 4" REGULAR LID
- B) 8" TRAFFIC BEARING LID
- 3. INTERIOR PIPING SHALL BE SOLVENT WELD PVC PIPE.
- 4. ALL TANKS IN TRAFFIC AREA SHALL BE H20 WHEEL LOAD BEARING.
- 5. INSPECTION OF TANK REQUIRED BY SUA PRIOR TO PLACEMENT.
- 6. INSPECTION OF TANK REQUIRED BY SUA AFTER TANK IS PIPED.

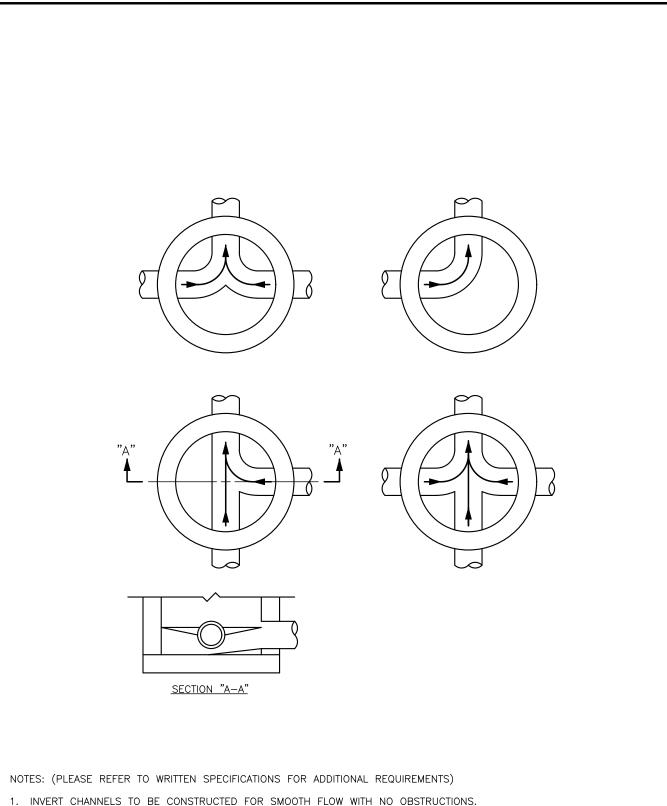




NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- 1. U.S. FOUNDRY NO. 7621 REVERSIBLE HANDHOLE RING AND COVER OR APPROVED EQUAL SHALL BE USED, COVER TO BE CAST WITH "S" IN THE CENTER.
- 2. CLEAN OUT REQUIRED ON ALL SERVICES AT PROPERTY LINE OR EASEMENT LINE WHERE APPLICABLE.
- 3. STANDARD WYE SHALL BE USED AT CLEAN OUT.

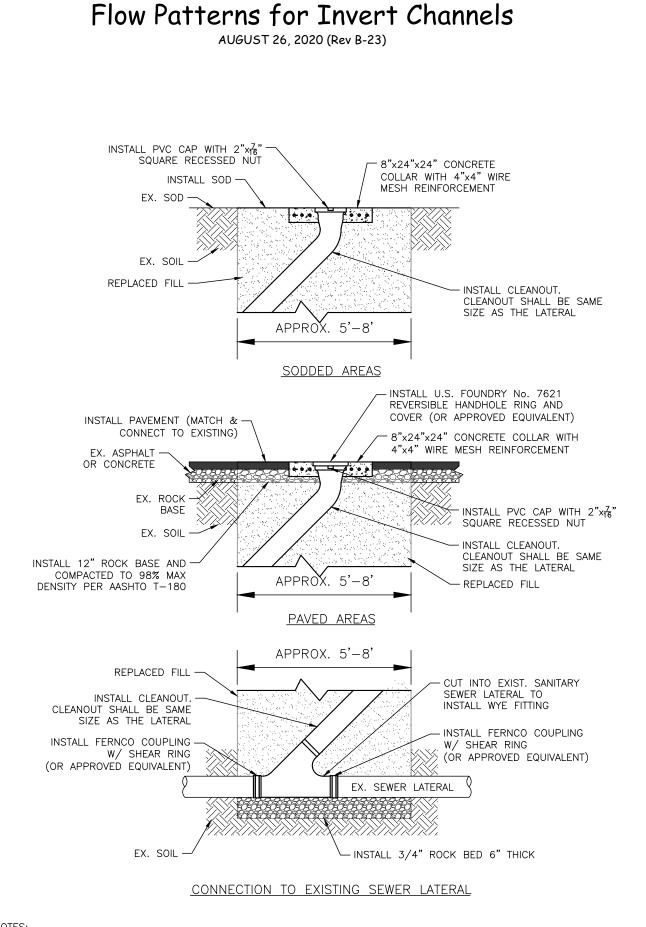
Sanitary Service Clean Out AUGUST 26, 2020 (Rev C-20)



1. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS. 2. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS. 3. CHANNELS FOR FUTURE CONSTRUCTIONS (STUBS) SHALL BE CONSTRUCTED, FILLED WITH SAND, AND COVERED WITH 1" OF

MORTAR 4. SLOPE MANHOLE ITSELF WITH A 1:2 SLOPE FROM MANHOLE WALL TO CHANNEL.

5. INVERT SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR 4" DEEP, WHICHEVER IS GREATER.

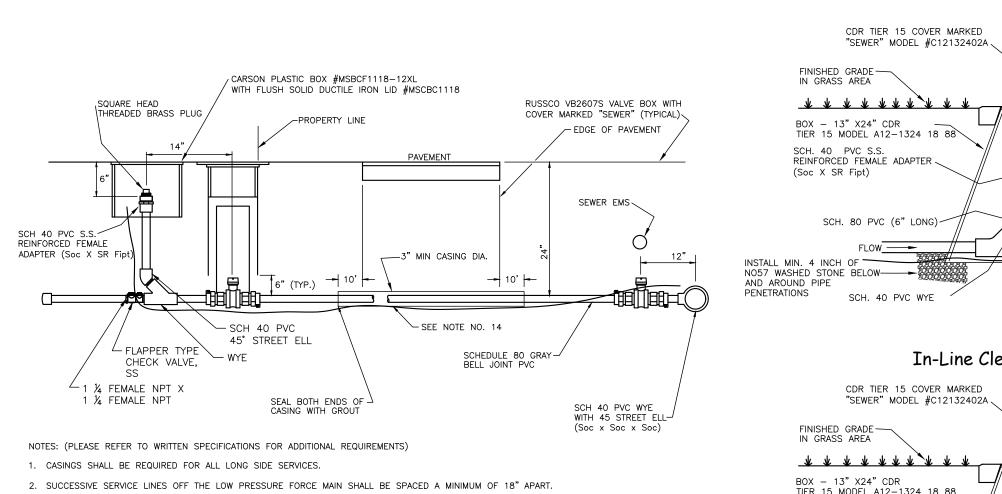


1. EXCAVATION DEPTH VARIES WITH DEPTH OF EXISTING SEWER LATERAL AND EXISTING SURFACE ELEVATIONS. 2. CONCRETE COLLARS SHALL BE MATCHED TO EXISTING GRADES IN WORK AREA.

## Clean Out Connection to Existing Lateral AUGUST 26, 2020 (Rev A-20)



CONSTRUCTION, NOT FOR

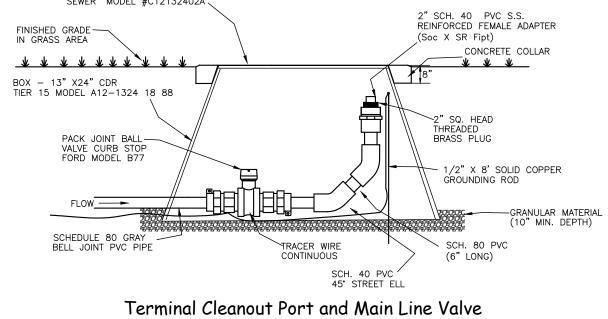


- 3. WHERE NO SIDEWALK EXISTS, VALVE BOXES SHALL BE SET TO CONFORM TO FINISH GRADE.
- 4. SERVICE PIPE SHALL BE SCHEDULE 80 GRAY BELL JOINT PVC, 400 PSI (CHARLOTTE PIPE). NO SLIP X SLIP COUPLINGS ALLOWED.
- SERVICE FITTINGS SHALL BE SPEARS MANUFACTURING COMPANY ONLY, SCHEDULE 40 PVC. NO DWV FITTINGS, SCHEDULE 40 MALE ADAPTERS, SLIP COUPLINGS, SLIP BUSHINGS, OR SCHEDULE 80 PVC FITTINGS ARE ALLOWED.
- VALVE BOXES NOT REQUIRED FOR BALL VALVE AT TEE NEXT TO MAIN ON LONG SIDE SERVICES UNLESS SPECIFICALLY INDICATED AND NOTED ON THE PLANS.
- 7. CONTRACTOR SHALL UTILIZE FULL LENGTHS OF BELL JOINT PIPE WHENEVER POSSIBLE UNDER ROAD CROSSINGS.
- 8. PLUGS SHALL BE SCHEDULE 40 RED BRASS, SOLID TYPE WITH SQUARE HEAD.
- 9. TRACER WIRE TO BE #6 AWG, STRANDED COPPER, TYPE THHN WITH GREEN INSULATION. USE 11" CABLE TIES TO CONNECT TO PVC PIPE AND FITTINGS. TRACER WIRE SHALL WRAP AROUND AND TERMINATE INSIDE CLEANOUT BOX WITH ENOUGH SLACK TO EXTEND 2-3' ABOVE GRADE.
- 10. PVC PRIMER AND CEMENT SHALL BE OATEY MEDIUM BODIED.
- 11. THREAD SEALING COMPOUND PTFE PASTE SHALL BE LA-CO SLIC-TITE OR HERCULES REAL-TUFF.
- 12. CURB STOPS SHALL BE FULL PORT BALL VALVES WITH PACK JOINT FOR PVC PIPE BOTH ENDS, FORD METER BOX COMPANY MODEL B77-555.
- 13. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY. 14. GALVANIZED CASING REQUIRED FOR ANY INSTALLATION REQUIRING A JACK AND BORE, SCHEDULE 40 PVC MAY BE USED FOR AN OPEN CUT
- INSTALLATION WITH THE APPROVAL OF SUA, CASING SHOULD EXTEND TEN (10) FEET BEYOND EDGE OF PAVEMENT AND SIZED AS FOLLOWS: A.) 2" MAIN USE 4" CASING B.) 3" MAIN USE 6" CASING
- 15. ALL OTHER UTILITIES SHALL BE LOCATED 4' MINIMUM CLEAR OF ALL LOW PRESSURE MAINS AND SERVICES.
- 16. ZIP TIE TRACER WIRE TO PIPE EVERY 5'.

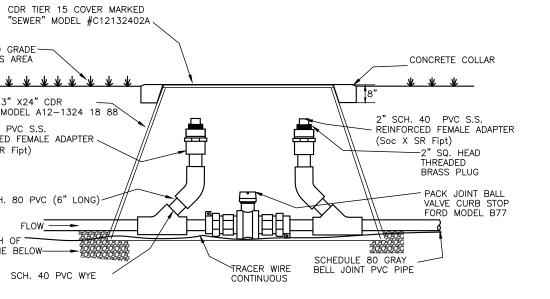
## Low Pressure Sewer Service Installation AUGUST 26, 2020 (Rev B-18)

# CDR TIER 15 COVER MARKED "SEWER" MODEL #C12132402A

SCH. 80 PVC (6" LONG)-

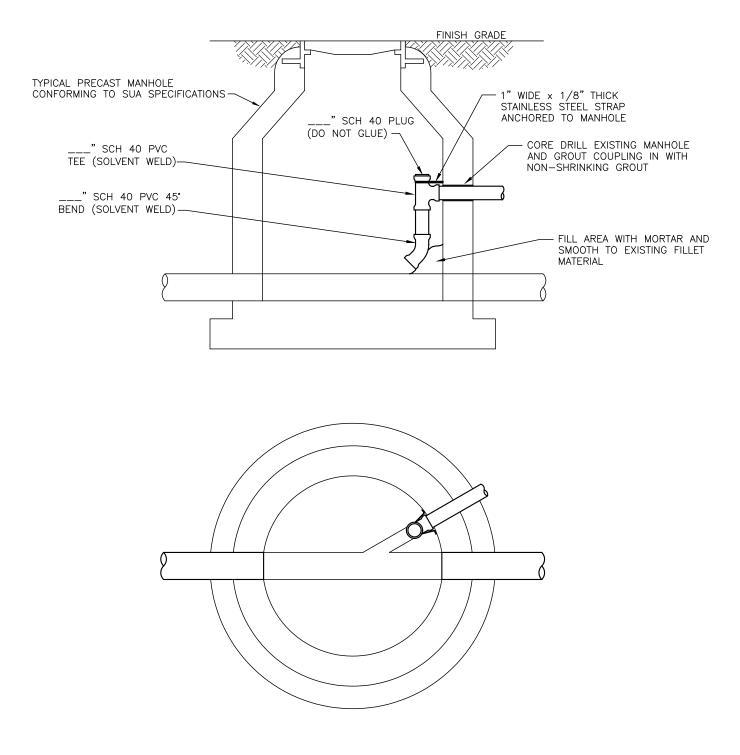


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS) 1. MAINLINE VALVES SHALL BE FULL PORT BALL VALVES WITH PACK JOINT FOR PVC PIPE BOTH ENDS, FORD METER BOX B77 2. PIPE AND FITTING SIZE WILL BE DETERMINED BY PROJECT FLOW CALCULATIONS. 3. DEPTH SHALL BE 24" UNLESS OTHERWISE REQUIRED BY ROAD PERMITTING AGENCY. 4. ZIP TRACER WIRE TO PIPE EVERY 10'.



In-Line Cleanout Port and Main Line Valve

Low Pressure Sewer Cleanout Port with Valve AUGUST 26, 2020 (Rev C-19)



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

- 1. NO INSIDE DROP IS PERMITTED IN A MANHOLE WITH MORE THAN TWO INVERTS.
- 2. INTERIOR OF MANHOLE SHALL BE COATED IN ACCORDANCE WITH THE AUTHORITY'S MINIMUM CONSTRUCTION STANDARDS AND SPECIFICATIONS.

Low Pressure Force Main into Manhole Connection AUGUST 26, 2020 (Rev A-15)

| J:\Land Pro | jects R2\18187.27 | J:\Land Projects R2\18187.27 Lake Park Septic to Sewer\18187.27 DETAILS.dwg DATE: 1 | AILS.dwg DATE: 10/26/2023 11:50 AM                                                                  |                           |                                |                                                                         |            |           |           |
|-------------|-------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|--------------------------------|-------------------------------------------------------------------------|------------|-----------|-----------|
| ET          | NTERL             | DATE 06/19/2023                                                                     | A Higher Standard of Excellence                                                                     | OLD DIXIE SEPTIC TO SEWER |                                | © COPYRIGHT 2023 BY                                                     | L REV      | REVISIONS | $\square$ |
|             |                   | DRAWN MK                                                                            |                                                                                                     | TOWN OF LAKE PARK. FL     |                                | ENGENUITY GROUP, INC. THIS<br>DRAWING IS PROVIDED FOR                   |            |           |           |
| )B N<br>87  |                   | PROJECT MK<br>ENGINEER                                                              | ENGINEERS • SURVEYORS • GIS MAPPERS Group Inc.                                                      |                           |                                | INFURMATIONAL PURPUSES UNLY,<br>UNLESS SIGNED AND SEALED BY             |            |           |           |
| 0.<br>27    | PRO               | PROJECT ACS ACS                                                                     | 1280 N CONGRESS AVE, SUITE 101<br>WEST PAIM REACH ELORIDA 33400                                     |                           |                                | A LICENSED FROFESSIONAL<br>ENGINEER REPRESENTING<br>FNGFNLITY GROUP INC |            |           |           |
|             | CHEC              | CHECKED ACS                                                                         | PH (561)655-1151 • FAX (561)832-9390 •<br>WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095 |                           | ADAM SWANEY, P.E.<br>NO. 72235 |                                                                         | NO. DATE F | REMARKS B | lte<br>≻B |
| 36          |                   |                                                                                     |                                                                                                     |                           | ;                              |                                                                         | ;          |           | em 1.     |



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date:

November 1, 2023

Agenda Item No.

### Agenda Title: October 18, 2023 Regular Commission Meeting Minutes.

| [ ]<br>[ ]<br>[ ]<br>[ ]<br>[ ] | SPECIAL PRESENTATION/REPORTS <b>[X]</b><br>BOARD APPOINTMENT []<br>PUBLIC HEARING ORDINANCE ON<br>NEW BUSINESS<br>OTHER: | CONSENT AGENDA<br>OLD BUSINESS<br>READING |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
|                                 |                                                                                                                          |                                           |

|                          | John D'Agostino | Digitally signed by John D'Agostino<br>DN: cn=John D'Agostino, o=Town of Lake Park,<br>ou=Town Manager,<br>email=idagostino@lakeparkflorida.gov. c=US |       |
|--------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Approved by Town Manager | /               | Date: 2023.10.24 14:23:43 -04'00'                                                                                                                     | Date: |

<u>Vivian Mendez, Jown Clerk, MMC</u> Name/Title

| Originating Department:                            | Costs: <b>\$ 0.00</b>                                                                                                                                              | Attachments:                                                                                |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Taur Clark                                         | Funding Source:                                                                                                                                                    | Minutes                                                                                     |
| Town Clerk                                         | Acct. #                                                                                                                                                            | Exhibits A-B                                                                                |
|                                                    | [] Finance                                                                                                                                                         |                                                                                             |
| Advertised:<br>Date:<br>Paper:<br>[X] Not Required | All parties that have an interest<br>in this agenda item must be<br>notified of meeting date and<br>time. The following box must<br>be filled out to be on agenda. | Yes I have notified<br>everyone<br>Or<br>Not applicable in this case<br>Please initial one. |

**Recommended Motion:** I move to approve the October 18, 2023 Regular Commission Meeting Minutes.



### Lake Park Town Commission, Florida

### **Regular Commission Meeting**

Wednesday, October 18, 2023 at 7:53 P.M.

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

| Roger Michaud        | <br>Mayor         |
|----------------------|-------------------|
| Kimberly Glas-Castro | <br>Vice-Mayor    |
| John Linden          | <br>Commissioner  |
| Mary Beth Taylor     | <br>Commissioner  |
| Judith Thomas        | <br>Commissioner  |
| John D'Agostino      | <br>Town Manager  |
| Brett Lashley        | <br>Town Attorney |
| Vivian Mendez, MMC   | <br>Town Clerk    |

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

### CALL TO ORDER/ROLL CALL

7:53 P.M.

#### PRESENT

Mayor Roger Michaud

Commissioner John Linden

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

### ABSENT

Vice-Mayor Kimberly Glas-Castro

### PLEDGE OF ALLEGIANCE

The pledge was recited during the Special Call Community Redevelopment Agency meeting.

#### **SPECIAL PRESENTATION/REPORT:**

NONE

#### **PUBLIC COMMENT:**

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

Steen Eriksson of Palm Beach Gardens wanted to give the Town some Lake Park Fire Department memorabilia and talked about the history of the Lake Park Fire Department and the Christmas in Dixie Parade.

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

Town Attorney Lashley had no comments.

Town Manager D'Agostino provided comments via Exhibit "A. The Commission came to a consensus to hold a ribbon cutting ceremony for the new W. Ilex Park Playground on November 7<sup>th</sup> at 4:00 P.M. Commissioner Linden thanked Mr. Eriksson for the memorabilia gift. He also spoke about Ordinance 09-

2023 and is concerned with the cost of the dumpsters and wants to make sure the numbers are correct before voting. He spoke about the Gala Celebration and that everyone had a great time. He thanked Special Events Director Riunite Franks for putting everything together.

Commissioner Thomas also stated that the Gala Celebration was great and she thanked Special Events Director Franks and Grant Writer/Chief Public Information Officer Merrell Angstreich. She announced that the 5K run/walk will be on January 13, 2024 and encourages participation. She also stated that November 3, 2023 will be the last Friday night ride at 6:00 P.M. at the Brew House.

Commission Taylor had not comments.

Mayor Michaud stated the Gala was a great event and recognized Special Events Director Franks. He also recognized Grant Writer/Chief Public Information Office Angstreich for the creation of the Lake Park book. Mayor Michaud would like to encourage continuation of the Community Ride and looks forward to the upcoming conference the Commission will be attending.

#### **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 Commissioner Thomas, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Commissioner Taylor

- Resolution 79-10-23 Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Sanitation Fund Budget to Acquire One (1) New Front-End Loader Refuse Truck and One (1) New Automatic Side-Loader Refuse Truck.
- Resolution 80-10-23 Authorizing and Directing the Town Manager to Spend Budgeted Funds from the Stormwater Fund Budget to Acquire One (1) New Vacuum Truck and One (1) New Skid Loader.
- 3. October 4, 2023 Regular Commission Meeting Minutes

### BOARD MEMBER NOMINATION: NONE

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

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

4. Ordinance 09-2023 Solid Waste

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

Town Manager D'Agostino stated that the rate had already been set for this initiative and he stated that the proposed new definitions will align with what the Town is charging properties. Public Works Director Travieso advised that this Ordinance is separate from the rate that would affect certain properties whose cost will increase significantly. He stated that this Ordinance only addresses language, not rates.

Commissioner Linden asked about one property whose rate had increased significantly. Public Works Director Travieso advised that the amount the individual provided was the total for his combined properties, not for a single property. Mayor Michaud advised that the complaint of this individual has no bearing on this item, which only addresses language, not rates. He stated for the record "This Ordinance is simply on verbiage".

Commissioner Thomas asked Public Works Director Travieso if he had been in contact with this individual. Public Works Director Travieso stated that yes, he had communicated with him and they had provided him with information, but he was not satisfied with that. He stated that the Town will be providing recycling workshops to educate properties how they can reduce their costs by recycling.

Motion made to approve Ordinance 09-2023 by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud.

Voting Nay: Commissioner Linden

Attorney Lashley read the Ordinance by title only.

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

5. Ordinance 08-2023 Tree Planting Publicly.

COMMISSION AN ORDINANCE OF THE TOWN OF THE TOWN OF FLORIDA. AMENDING 78 LAKE PARK. SECTION 78-83 OF CHAPTER OF THE TO TOWN CODE PERTAINING LANDSCAPING AND PUBLICLY ACCESSIBLE **GREENWAY** TREE **PLANTING REQUIREMENTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; FOR THE REPEAL OF ALL LAWS PROVIDING IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Anders Viane explained that nothing had changed since first reading. Motion made to approve Ordinance 08-2023 by Commissioner Linden, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Commissioner Thomas.

Attorney Lashley read the Ordinance by title only.

#### **OLD BUSINESS:**

 Update on the Proposed Traffic Calming Town Ordinance and Request for Direction from the Town Commission Regarding Desired Review Process and Approval Process.

Town Manager D'Agostino provided a summary of the item. Public Works Director Travieso provided a presentation (see Exhibit "B"). Commissioner Linden asked when this will be ready. Public Works Director Travieso stated that they would be looking to bring this Ordinance back in November 2023 for first and second reading after the Town Attorney has reviewed it. Town Manager D'Agostino spoke about a numerical evaluation that will be used to determine needs for enhancement. Commissioner Thomas stated she wasn't sure what was included in the uniform review. Public Works Director Travieso stated that Palm Beach County Sheriff's Office (PBSO) staff would be making recommendations based on a set of criteria that relates to internal procedures to ensure consistency. Commissioner Thomas asked what the advisory body would be. Town Manager D'Agostino suggested it be a combination of professional staff and consultants. Commissioner Thomas talked about time constraints for projects to be completed within the fiscal year. Public Works Director Travieso stated that allocated funds would roll over to the next fiscal year and funding would not be lost. Commissioner Thomas asked about the application process. Public Works Director Travieso advised there would be an application that would need to be submitted along with a permit fee of \$50. Commissioner Thomas stated she feels the fee is too low. Commissioner Taylor feels that \$50 is not too high or too low. Mayor Michaud asked how the requests would be processed if there is a 3 project limit. Public Works Director Travieso stated that the applications would be prioritized on a first come first serve basis and subsequent applications would be rolled over to the next fiscal year and applications would go before the Commission for approval.

#### **NEW BUSINESS:**

7. Resolution 85-10-23 Authorizing and Directing the Mayor to Execute an Agreement with Flock Group, Inc., to Furnish, Install, and Service a Vehicle License Plate Recognition System. Town Manager D'Agostino explained the item. Public Works Director Travieso introduced Mr. Frank Danihel with Flock Group Inc. attending via Zoom. Captain Gendreau explained why the Palm Beach County Sheriff's Office has transitioned from Vetted to Flock. Mr. Danihel explained that they expect the Village of North Palm Beach to transition in the coming year. Commissioner Linden asked what the advantage was with an automatic renewal. Mr. Danihel explained that the automatic renewal, after the initial five-years, for an additional two-years was

standard language for Flock contracts. This would lock in customers to a cost for two-years, should there be a price increase.

Motion made to approve Resolution 85-10-23 by Commissioner Linden, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Taylor, Commissioner Thomas.

8. 2023 Veteran's Day Car Show Requests.

Town Manager D'Agostino explained the item. Special Events Director Riunite Franks explained that the total cost to waiver for this event was \$3,122.

Motion made to approve the \$930.00 in order to sponsor the Veteran's Day Car Show by Commissioner Thomas, Seconded by Commissioner Taylor. Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Taylor, Commissioner Thomas

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

Commissioner Thomas asked to receive the sidewalk improvement program and schedule.

### **ADJOURNMENT:**

10:12 P.M.

Motion made to adjourn by Commissioner Thomas, Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Commissioner Linden, Commissioner Taylor, Commissioner Thomas

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on November 1, 2023.

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

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



### Exhibit A

### TOWN COMMISSION MEETING Wednesday, October 18, 2023

### **HUMAN RESOURCES**

### Job Openings:

- Administrative Assistant (in the Public Works Department) Hourly rate: \$18.91 to \$30.25
- Dock Attendant Hourly rate: \$18.91 to \$30.25
- Groundskeeper—Hourly rate: \$16.51 to \$26.42
- Library Assistant Children's Hourly rate: \$15.43 to \$24.69
- Sanitation Truck Operator Trainee Hourly rate: \$17.67 to \$28.27
- Sanitation Truck Operator I Hourly rate: \$18.91 to \$30.25
- Sanitation Truck Operator II Hourly rate: \$21.65 to \$ 34.63
- Stormwater Technician II Hourly rate: \$21.65 to \$34.63
- Maintenance Worker Hour rate: \$18.91 to \$30.25
- Recreation Supervisor Salary range: \$ 51,545.59 to \$82,472.94 per year

All of the above positions are open until filled.

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

### SPECIAL EVENTS

### Sunset Celebration Fall Festival

The Sunset Celebration Fall Festival will be held on **Friday, October 27** from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. There will be live entertainment, a full bar, happy hour prices, and a variety of food, art and craft vendors. For more information, contact the Special Events Department at 561-840-0160.

### LAKE PARK PUBLIC LIBRARY

Due to circumstances beyond our control, the Lake Park Public Library will be closed until further notice. We apologize for any inconvenience.

October 22 through October 28 is Read for the Record week. Please join us at the Lake Park Public Library for readings of With Lots of Love by Jenny Torres Sanchez with

1

illustrations by André Ceolin. "A beautiful, lyrical story about a girl who moves from her home in Central America to the United States, and everything she leaves behind and longs for—especially her Abuela—as she makes a new life." There will also be a cosponsored reading with Bridges on Thursday at 5:30 PM, and on Saturday, we will have our final reading day full of fun, including a piñata and special guest readings by Vice-Mayor Glas-Castro at noon and Commissioner Linden at 3:00 PM. There is a Storywalk in Kelsey Park until the end of October, readings at Brooklyn Cupcake at noon on Tuesday, October 24, and readings in English and Spanish at the Sunset Celebration on Friday, October 27, around 7:30 PM or 8:00 PM. For more information, please stop in at 529 Park Avenue or contact the Lake Park Public Library at 561-881-3330.

### TOWN COMMISSION CONSENSUS

The Public Works and Special Events Departments are seeking feedback from the Town Commission on their availability to attend a Ribbon Cutting Ceremony for the new W. Ilex Park Playground, as follows:

- Tuesday, November 7 at 4:00 PM
- Wednesday, November 8 at 4:00 PM
- Thursday, November 9 at 4:00 PM

### HOLIDAY LIGHT DISPLAY STAKEHOLDER MEETING

The Business Before Breakfast meeting held on October 10, 2023 at the Brewhouse Gallery included a presentation by the Town Manager and town Staff on Holiday Light Displays to the Stakeholders. The meeting became problematic when we discussed marketing and at some point during the discussion became accusatory towards staff. Remember, we were present to discuss the coordination of a holiday light display between the 700 to 900 block of Park Avenue. Staff spent a considerable amount of time internally preparing for the display including MOT measures, an increase in public safety personnel from the Sheriff's Office to working on plans to provide access for two properties within the 700 block that required alternative access points from the property if the 700 to 900 block was closed off over the Friday and Saturday night display periods. The MOT plan would also provide access to businesses along Park Avenue when the 700-900 blocks are closed to traffic on Friday and Saturday Nights.

At the October 10, 2023 meeting only four businesses signed up to work with us on a Passport campaign for the Friday, and Saturday night Holiday Light Street closures. We believe the group did not include a majority of Lake Park businesses located in the CRA boundries when only four businesses signed up to partner with the CRA. Four businesses in the CRA interested in participating in the Passport program is not sufficient to host such an intiative.

The meeting venue could only be held at the Brewhouse Gallary. Our initial plan was to provide breakfast for the group in the Commission Chambers whereby we could film and tape the meeting, Jo Brockman called to say a poll was taken and everyone wanted to have

the meeting at the Brewhouse Gallery. Given the tone of the meeting, staff became the Item 2. target of their frustrations.

A few weeks before the October 10, 2023 meeting, I attended the same Stakehoulder meeting to discuss the the concept of a holiday light display, the idea was met with overwhelming support and a desire to partner with the CRA to get plugged in and become a participating business. Not sure what happened between that period of time and the meeting on October 10, 2023. I have to believe there might be a change of heart in supporting the event. We will proceed with the event and we plan to contact all businesses in the CRA outside of the Business before Breakfast group and partner with businesses that feel this initiative will help their businesses in a positive, respectful and sincere manner to ensure the success of the Holiday Light Display and ultimately their respective businesses. We do not have to do the Holiday Light Display at a cost of \$227,000. We believe such events are necessary to bring interest and traffic into the CRA.

As we move to build personnel capacity within the CRA district, staff can only serve businesses in the CRA. We plan to task the staff to create a business group of Lake Park CRA businesses because the CRA by Law can only spend TIFF dollars on CRA activities and businesses located within the geographic boundries of the CRA.

# SUNSET CELEBRATION FALL FESTIVAL

FRIDAY, OCTOBER 27, 2023 6:00 PM - 9:00 PM LAKE PARK HARBOR MARINA 105 LAKE SHORE DRIVE LAKE PARK, FL 33403

JOIN US FOR A FAMILY-FRIENDLY EVENT WITH LIVE ENTERTAINMENT, FOOD VENDORS, ART & CRAFT VENDORS, TRICK OR TREATING AND A COSTUME CONTEST. ADMISSION & PARKING ARE FREE. FOR MORE INFORMATION CONTACT THE SPECIAL EVENTS DEPARTMENT AT 561,840,0160

### **Janet Perry**

| From:       | Janet Perry                                                            |
|-------------|------------------------------------------------------------------------|
| Sent:       | Wednesday, October 18, 2023 4:12 PM                                    |
| To:         | John DAgostino                                                         |
| Cc:         | Roberto Travieso; Riunite Franks; Vivian Mendez                        |
| Subject:    | FW: Commission Consensus Question for 10/18/23 Town Commission Meeting |
| Importance: | High                                                                   |

Below is the response I received from the Vice-Mayor via email.

I can try to make the 7th, But have a Pension Board meeting that starts at 2:00 and I never know how long it will last. I can't Make the 8th or 9th at 4:00, sorry.

Sent from my mobile device

Janet Perry, A.P.C.

Executive Assistant to the Town Manager Office of the Town Manager **TOWN OF LAKE PARK** 535 Park Avenue Lake Park, FL 33403 561-881-3304 561-881-3314 (fax) www.lakeparkflorida.gov



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

From: Janet Perry
Sent: Wednesday, October 18, 2023 2:02 PM
To: 'Kimberly Glas-Castro' <kglas-castro@lakeparkflorida.gov>
Cc: John DAgostino <jdagostino@lakeparkflorida.gov>; Roberto Travieso <rtravieso@lakeparkflorida.gov>; Riunite
Franks <rfranks@lakeparkflorida.gov>

### **Subject:** Commission Consensus Question for 10/18/23 Town Commission Meeting **Importance:** High

Good Afternoon Vice-Mayor,

It is my understanding you will not be in attendance at tonight's meetings where the information below will be part of the Town Manager's comments.

The Public Works and Special Events Departments are seeking feedback from the Town Commission on their availability to attend a Ribbon Cutting Ceremony for the new W. Ilex Park Playground, as follows:

- Tuesday, November 7 at 4:00 PM
- Wednesday, November 8 at 4:00 PM
- Thursday, November 9 at 4:00 PM

We are seeking your feedback please.

Thank you.

Janet Perry. A.P.C.

Executive Assistant to the Town Manager Office of the Town Manager **TOWN OF LAKE PARK** 535 Park Avenue Lake Park, FL 33403 561-881-3304 561-881-3314 (fax) www.lakeparkflorida.gov



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# Traffic Calming Program Overview and Operating Procedures

**Roberto Travieso** Public Works Director



Exhibit B

Updated 10.13.201

# **Presentation Agenda**



- 1. What is Traffic Calming?
  - a. Definition
  - b. Benefits
- 2. Eligibility Criteria
- 3. Implementation Procedures
- 4. Other Considerations



# **Traffic Calming Definition**

Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for nonmotorized street users.

- National Institute of Transportation Engineers



ltem 2

# **Traffic Calming Benefits**

Traffic calming strategies reduce hazardous speeds for motor vehicles and the severity and frequency of motor vehicle collisions. Additionally, traffic calming increases the safety and the perception of safety for nonmotorized street users, reduces the need for police enforcement, and enhances the street environment, among other benefits.





# **Eligibility Criteria**



Item 2.

The Town Commission shall consider a request for placement of traffic calming measures upon meeting all the following criteria:

- I. The street is publicly dedicated, maintained by the town and located within a residential zoning district;
- 2. The area to be traffic calmed is at least 600 feet in length, between intersections;
- 3. The street is not an alley or a dead-end;

# Eligibility Criteria (Cont.)



- 4. The street is not part of a bus route, a detour route, an evacuation route and/or an important access route for emergency vehicles; and will not block access to fire hydrants or impair travel for fire, rescue or solid waste vehicles.
- A traffic study has been completed by Town staff or a qualified consultant contracted by the Town to determine and analyze traffic counts;
- The 85th percentile speed is greater than 30 mph for those streets posted at 25 mph, or greater than 35 mph for those streets posted at 30 mph;

55

# Eligibility Criteria (Cont.)

- 7. Traffic counts on the street are more than 500 but less than 3,000 vehicles per day;
- 8. For requests for a street identified on the Town's Mobility Plan, the requested traffic calming measures must be consistent with the Town's Mobility Plan and will require prioritization of such street by the Town Commission, contingent on available funds;







# Eligibility Criteria (Cont.)

9. There must be written support, in the form of a petition with names, signatures and property addresses, from at least 75 percent of the residents whose properties front the area proposed to be traffic calmed. Such support must include 51 percent of the actual property owners.

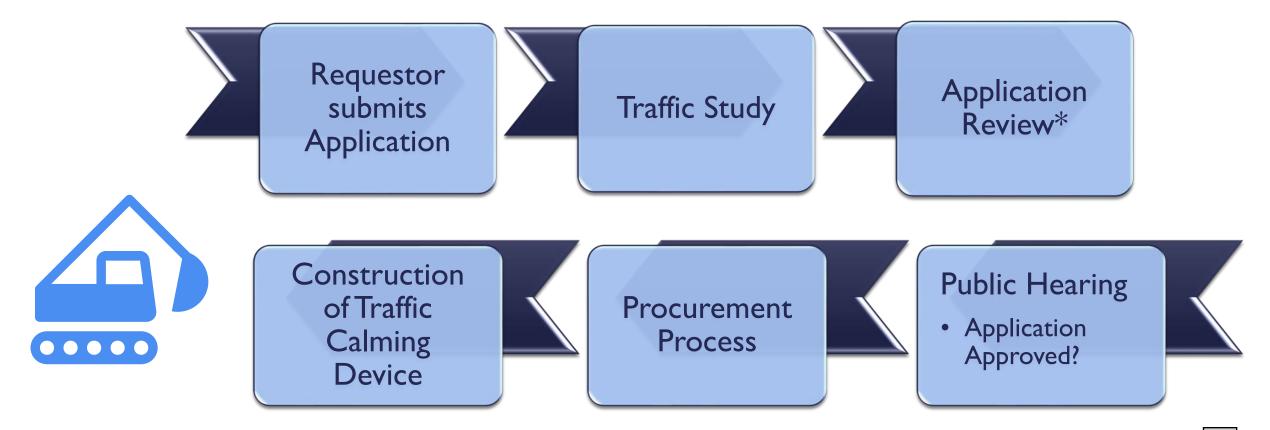


Item 2

# **Implementation Procedures**



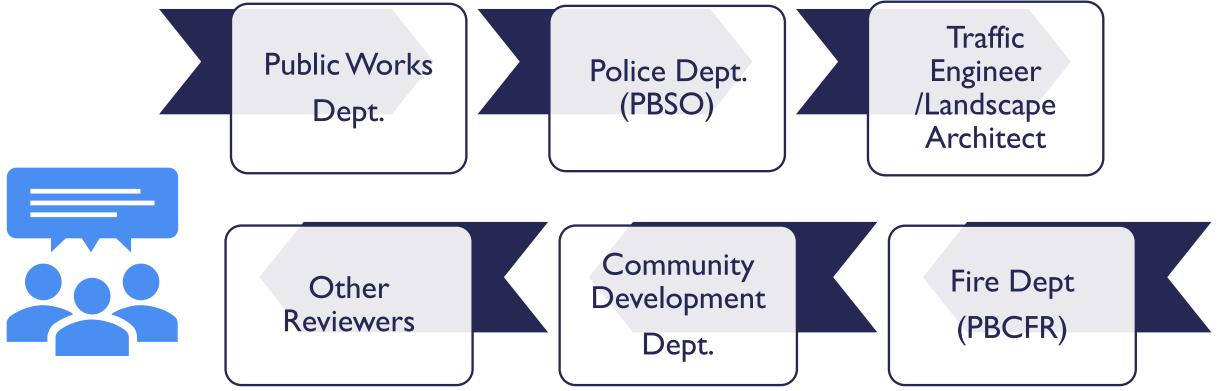
Item 2.



# **Application Reviewer Workflow\***



Item 2.



# **Other Considerations**



Item 2

- Application consists of the Town Application Form, Petition Form, and Application Fee payment (\$50 for FY-24)
- Ordinance limits annual applications to three (3) per Fiscal year
- Traffic Study/Review Period: Within Sixty (60) days from receipt of a complete application
- Presentation to Town Commission: Within Ninety days from receipt of a complete application
- Projects quota excludes Town-initiated traffic calming projects, that may be initiated at the Town's discretion

# **Other Considerations (Cont.)**



Item 2

- Town's Purchasing Ordinance and other applicable policies/procedures still apply
- Once approved, Town staff will proceed expeditiously to design and implement approved projects
- Funding from Mobility Fees currently available
- Town assumes maintenance responsibility for traffic calming devices on Town-owned roads
- Once adopted, program information, forms will be posted on Town's website and the program will be advertised to the public

# Learn More About Traffic Calming

# Visit the Town's Public Works Department webpage to information about Traffic Calming and other programs.



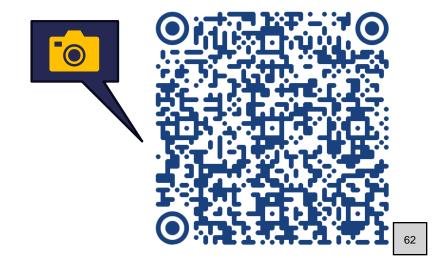
www.lakeparkflorida.gov/projects



(561) 881-3345



publicworks@lakeparkflorida.gov





# **Discussion/Questions**



| MEETING DATE:       10-12-32         Cards must be submitted before the item is discussed!!         ***Three (3) minute limitation on all comments         Name:       STEEN         STEEN       ERIKSON         Address:       SO         If you are interested in receiving Town information through Email, please provide your E-mail address:         I would like to make comments on the following Agenda Item:         I         I would like to make comments on the following Non-Agenda Item(s):         GIFT         OF |                                       | TOWN OF LAKE PARK<br>PUBLIC COMMENT CARD                   | Commi        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------|--------------|
| ***Three (3) minute limitation on all comments         Name:       STEEN       ERIKSON         Address:       YSO       GUM       AVE         Address:       YSO       GUM       AVE         If you are interested in receiving Town information through Email, please provide your E-mail address:       If would like to make comments on the following Agenda Item:         I would like to make comments on the following Non-Agenda Item(s):                                                                                  |                                       |                                                            |              |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                                            | ed!!         |
| I would like to make comments on the following <i>Non-Agenda Item(s</i> ):                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Address: 450<br>If you are interested | CIM AVE PRO<br>ed in receiving Town information through En | ail, please  |
| I would like to make comments on the following <u>Non-Agenda Item(s)</u> :<br><u>GIFT OF FIRE DEPT MEMORABILIA</u>                                                                                                                                                                                                                                                                                                                                                                                                                 | I would like to make                  | e comments on the following <u>Agenda Item</u> :           |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | I would like to make                  | e comments on the following <u>Non-Agenda Item</u>         | <u>(s</u> ): |

Item 2.



### Town of Lake Park Town Commission

### **Agenda Request Form**

| Meeting Date:         | November 1, 2023                                                              |
|-----------------------|-------------------------------------------------------------------------------|
| Originating Departmen |                                                                               |
| Agenda Title:         | Resolution Authorizing the Mayor to Sign the Library's Annual Plan of Service |
| Approved by Town Ma   | nager: John<br>D'Agostino<br>D'Agostino<br>D'Agostino                         |
| Cost of Item: \$      | 0.00 Funding Source:                                                          |
| Account Number:       | Finance Signature:                                                            |
| Advertised:<br>Date:  | Newspaper:                                                                    |
| Date                  |                                                                               |
| Attachments: R        | esolution No. – 11 - 23.                                                      |
| E                     | xhibit "A" – Library Annual Plan of Service                                   |
|                       |                                                                               |

### Please initial one:

Yes I have notified everyoneJKCNot applicable in this case

<u>Summary Explanation/Background</u>: Each year, the State Division of Library Services provides some level of support for Libraries throughout the State to help them operate for the citizens of Florida. An Annual Plan of Service is required to apply for these funds. This agenda item is requesting the Commission to authorize the Mayor to approve the Library's Annual Plan of Service for FY2024. **Recommended Motion:** 

I move to approve Resolution No.\_- 11 - 23.

#### Item 3.

#### **RESOLUTION 86-11-24**

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN ANNUAL PLAN OF SERVICE FOR THE TOWN'S LIBRARY.

**WHEREAS**, effective July 1, 2003, the Florida Legislature amended Chapter 257 F.S. to allow municipalities to apply for funding from the State Aid to Libraries program; and

**WHEREAS**, in order to meet the eligibility requirements for application to the State Aid to Libraries Grant program, the Town Commission is required to have adopted an approved annual plan of service for the operation of its library; and

**WHEREAS**, the Commission is also required to provide the state of Florida with certain certifications.

# NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

| Section 1. | The Town of Lake Park, Florida is an eligible municipality.                                                                                                                                                                                               |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 2. | The Town of Lake Park is the single library administrative unit.                                                                                                                                                                                          |
| Section 3. | The Commission of the Town of Lake Park is the designated governing body responsible for providing library services to the residents of the Town.                                                                                                         |
| Section 4. | The Commission has approved its Library Annual Plan of Service for 2024 on<br>behalf of the Lake Park Public Library. The approved 2024 Plan is attached hereto<br>and incorporated herein as Exhibit "A."                                                |
| Section 5. | The Commission of the Town of Lake Park, Florida hereby authorizes the Town Manager to transmit this resolution and the approved 2024 Library Annual Plan of Service along with the Town's application for grant funding to the appropriate state agency. |
| Section 6. | This Resolution shall become effective immediately upon execution.                                                                                                                                                                                        |

#### EXHIBIT "A"

# Lake Park Public Library Annual Plan of Service 2024



### **Activities & Events**

- Continue assisting residents to meet basic needs by partnering with local community partners that provide support.
- Continue public recognition of library partners and community supporters.
- Continue to actively seek feedback through promotion of suggestion box and online surveys.
- Continue to provide programs that are informational, educational, cultural, and recreational for residents of all ages.
- Expand library's presence in community events such as the Sunset Celebration and Rust Market.
- Expand outreach activities through community partnerships.
- Expand programs and services within the library assisting residents with their business and entrepreneurial needs.
- Expand programs and services within the library assisting residents with their literacy needs.
- Provide support for Little Free Libraries within the Town by supplying books to the stewards
- Provide support for Town departments and Town projects by providing related materials and programs

### **Collection Development**

- Expand collection of e-books, digital audiobooks, e-magazines, and other digital media.
- Expand general collection with a wider variety of media adapting to emerging technology.
- Expand multilingual and early literacy materials.
- Research user preferences utilizing survey responses and circulation statistic reports.
- Seek out innovative collection displays that encourages user browsing of the collection.
- Subscribe to online services that provide informational, educational, cultural, and recreational content for residents of all ages.

### **Educational Services**

- Continue expanding children's reading and Story Time events to meet the needs of the community.
- Continue nurturing learning-centered activities within the library with additional online resources.
- Continue partnering with local schools for library and community programs.
- Continue partnerships with programs that support literacy.
- Create new learning opportunities for the public to explore new technologies.
- Create unique learning experiences for youth and adults.
- Explore ways to support local schools and students.
- Provide access to online resources that will encourage beginning computer users in the use of computers and provide a place for more advanced users to learn new techniques and find answers to their questions
- Provide resources for language learning to facilitate communication among residents.

### Facilities

- Continue redesign and refurbishment of public spaces.
- Continue to explore adding technology that provides users with more options and flexibility in their connections through the internet.
- Continue to investigate innovative solutions to accommodate the variety of transport vehicles patrons use to visit the library.
- Explore the feasibility of the expansion of facility space.
- Explore the feasibility of expansion of operation hours.
- Explore the feasibility of the addition of a maker space (area to be utilized by patrons for creative endeavors).
- Increase use of mobile circulation.

### Marketing

- Continue marketing library programs and services by utilizing new and traditional media methods.
- Continue outreach to the community through visits to community organizations, events, and schools.
- Continue utilizing effective methods to produce library publications such as calendars and brochures.
- Explore new, emerging marketing methods.
- Work with Chief Public Information Officer to provide messaging to the community.

### Staffing

- Ensure that staff receives training on all new software and hardware, as well as refresher courses on current programs.
- Increase staffing as funding becomes available in order to bring staffing to enhanced standard levels.
- Provide at least two professional development days to increase staff knowledge and continue to support independent learning of staff.

### Technology

- Acquire additional tablets for patron assistance and other tasks.
- Explore the possibility of adding maker space technology such as 3D printers and laser engraving.
- Explore the possibility of replacing the Schuyler Room audio equipment and adding video capability to the room.
- Explore ways to help users meet their needs of increasing reliance on internet access.
- Promote Aspen LiDA mobile discovery app.



### Town of Lake Park Town Commission

### Agenda Request Form

| Meeting Date:                                                                                                                                                                                                                                                                           | November 1, 2023                                                                                                                                                                                                                                                                                              |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Originating<br>Department:                                                                                                                                                                                                                                                              | Public Works                                                                                                                                                                                                                                                                                                  |  |  |
| Agenda Title:                                                                                                                                                                                                                                                                           | Resolution Designating Funds Received by the Town from the<br>Palm Beach County Discretionary Surtax Project Fund Budget for<br>use as part of a Florida Commerce Community Development<br>Block Grant Mitigation Program Associated with the Southern<br>Outfall Stormwater Infrastructure Retrofit Project. |  |  |
| Approved by Town Manager:<br>Turner<br>Turner<br>Digitally signed by Bambi McKibbon-Turner<br>DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,<br>ou=As Tignet Jown Manager/Human Resources Director,<br>email=bturner@lakeparkflorida.gov, c=US<br>Date: 2023.10.26 10:46:14 -04'00' |                                                                                                                                                                                                                                                                                                               |  |  |
| Cost of Item:<br>Account Number:                                                                                                                                                                                                                                                        | \$367,120.00Funding Source:PBC Discretionary Surtax Projects301-52-521-<br>301-63100Finance<br>Signature:Discretionary Surtax Projects                                                                                                                                                                        |  |  |
| Advertised:<br>Date:                                                                                                                                                                                                                                                                    | N/A Newspaper:                                                                                                                                                                                                                                                                                                |  |  |
| Attachments:                                                                                                                                                                                                                                                                            | <ol> <li>Agenda Request Form</li> <li>Resolution to Designate Matching Funds</li> <li>Contract between the Town of Lake Park and Florida Commerce<br/>for CDBG Grant Funding</li> <li>Presentation on the Southern Outfall Stormwater Retrofit Project</li> </ol>                                             |  |  |

### Please initial one:

\_\_\_\_\_ Yes, I have notified everyone

X Not applicable in this case

### **Background:**

On February 17, 2019, the Town Commission authorized an update to the Town's Stormwater Master Plan (the Plan). The updated plan, which the Town Commission adopted on July 21, 2021 (Resolution 40-07-21), included the results of extensive research and advanced hydrology

and hydraulic modeling. In addition, the plan identified concerns related to the structural condition and lack of capacity of the Town's drainage infrastructure.

Furthermore, the plan provided recommendations to mitigate current and future impacts of climate change, sea-level rise, and other factors and prescribed implementation of a low-impact, Green Infrastructure (GI) strategy as the most viable approach to address these challenges.

Among the most time-sensitive priorities identified in the plan is the need to replace a dilapidated 780 feet segment of the Southern Outfall drainage conduit, which has exceeded its recommended service life. It is estimated that a failure of this 72-inch, corrugated aluminum conduit would cause significant disruption to the Town's ability to convey storm water away from nearly 450 acres to the Lake Worth Lagoon.

Furthermore, the Plan' recommended projects includes replacement and improvement projects identified as the "Southern Outfall Stormwater Infrastructure Retrofit Project" (the Project), which includes the replacement of the southern outfall piping system from US to Lake Worth Lagoon, the addition of green infrastructure improvements to Bert Bostrom Park, and the implementation of green infrastructure and traffic safety improvements along 10th Street, from Park Avenue to Silver Beach Road, and the rehabilitation of various drainage piping throughout the Town.

To help fund the Project, the Town applied to and was previously notified by the Florida Department of Economic Opportunity (now known as *Florida Commerce*) that it has been awarded a Community Development Block Grant Mitigation Program (CDBG-MIT) grant in the amount of **\$11,067,635.00**.

The grant award provides **\$11,067,635.00** of Federal funding and **\$367,120.00** in Local (Town Match) funding, which provides a total grant amount of **\$11,434,755.00**.

The Town previously executed a subrecipient Agreement (Attachment 3) provided by Florida Commerce for the grant funds and requires a Resolution (Attachment 2) from the Town Commission identifying and designating the source of the Town's match funds associated with the grant.

The CDBG-MIT Grant funds provided by Florida Commerce will provide the Town with needed financial resources required to implement the project, as recommended in the Town's Stormwater Master Plan.

The Town Manager Recommends approval.

### **Recommended Motion:**

I move to adopt Resolution No.

### RESOLUTION 89-11-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DESIGNATING FUNDS **RECEIVED BY THE TOWN FROM THE PALM BEACH** COUNTY DISCRETIONARY SURTAX PROJECT FUND **BUDGET FOR USE AS PART OF A FLORIDA COMMERCE** COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM ASSOCIATED WITH THE **SOUTHERN OUTFALL STORMWATER INFRASTRUCTURE** RETROFIT **PROJECT:** AND **PROVIDING FOR AN EFFECTIVE DATE.** 

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

**WHEREAS,** the Town Commission has committed to the implementation of sustainable strategies to improve the quality of life and safety of the residents and visitors in the Town; and

**WHEREAS,** the Town has been awarded a grant from Florida Commerce's Community Development Block Grant Mitigation Program in an amount of \$11,067,635.00 to be used for the design and construction of a project in the Town known as the Southern Outfall Stormwater Infrastructure Retrofit Project; and

**WHEREAS,** in order to make the funds available to the Town, Florida Commerce required the Town to previously execute a Grant Agreement; and

**WHEREAS,** as part of the Grant Agreement, the Town is required to identify and provide matching funds in an amount of \$367,120.00 to the Department.

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

<u>Section 1.</u> The foregoing recitals are incorporated herein by reference.

<u>Section 2.</u> The Town Commission hereby designates funds from the Palm Beach County Discretionary Surtax Project Fund Budget as Matching Funds for the Florida Commerce Community Development Block Grant Mitigation Program associated with the Southern Outfall Stormwater Infrastructure Retrofit Project.

<u>Section 3.</u> This Resolution shall take effect immediately upon execution.

### State of Florida Department of Economic Opportunity

### Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the Town of Lake Park, Florida (hereinafter referred to as the "Subrecipient"), each individually a "Party" and collectively "the Parties."

#### THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant-Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

#### NOW THEREFORE, DEO and the Subrecipient agree to the following:

## (1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

#### (2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

#### (3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

#### (4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

### (5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

#### (6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### (7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for

each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

#### (8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

#### (9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c)Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

#### (10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

#### (11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

#### (12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foresceable. THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

### (13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or

 Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

### (14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

# (15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

# Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at <u>CDBG-</u> <u>DR@deo.myflorida.com</u> or by mail to the following address:

> Attention: Office of Long-Term Resiliency Florida Department of Economic Opportunity 107 East Madison Street The Caldwell Building, MSC 420 Tallahassee, Florida 32399

#### HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at: Department of Housing & Urban Development Charles E. Bennet Federal Building 400 West Bay Street, Suite 1015 Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

#### (16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either: 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

#### (17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

| Kaitlyn Webb                   |  |
|--------------------------------|--|
| 107 East Madison Street        |  |
| Tallahassee, Fl 32399          |  |
| 850-717-8546                   |  |
| Kaitlyn.Webb@deo.myflorida.com |  |
|                                |  |

(c) The name and address of the Local Government Project Contact for this Agreement is:

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

#### (18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;

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- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(1)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

#### (19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

#### (20) ATTACHMENTS

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A - Project Description and Deliverables

Attachment B - Project Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E - State and Federal Statutes, Regulations and Policies

Attachment F – Civil Rights Compliance

Attachment G - Reports

Attachment H - Warranties and Representations

Attachment I - Audit Requirements and Exhibit 1 to Attachment I - Funding Sources

Attachment J - Audit Compliance Certification

Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)

Attachment L – 2 CFR Appendix II to Part 200

Attachment M - Subrogation Agreement

# (21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed Eleven Million Sixty-Seven Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$11,067,635.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

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(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

#### (22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement. (d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity Community Development Block Grant Programs Cashier 107 East Madison Street – MSC 420 Tallahassee, Florida 32399-6508

#### (23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 et seq.); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that

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neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

 All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(I) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

 A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

#### (24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 contract, the making of any federal grant, the making of any general 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## (25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

#### (26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

# (27) PUBLIC RECORD RESPONSIBILITIES

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(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to <u>PRRequest@deo.myflorida.com</u> within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipientcontractor who fails to provide public records to DEO within a reasonable time may be subject to penaltics under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S. (h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 this Agreement term and following completion of this Agreement if the Subrecipientcontractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at <u>PRRequest@deo.myflorida.com</u>, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(I) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

#### (28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

 Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

#### https://www.e-verify.gov/

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

#### (29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

### (30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income persons;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

#### (31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have

any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

~ Remainder of this page is intentionally left blank ~

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# State of Florida

Department of Economic Opportunity Federally Funded Subrecipient Agreement Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

TOWN OF LAKE PARK, FLORIDA

By

|   | DEPARTMENT OF ECONOMIC |
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Michael O'Rourke

| <b>Fitle</b> | -         | Secretary |  |
|--------------|-----------|-----------|--|
| Date         | 9/27/2022 |           |  |

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

# OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by: By: 6F42E414753A4C8.. 9/23/2022 Approved Date:

# Attachment A - Scope of Work

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program (GIP)**. Projects eligible for, but not limited to, funding under this program are infrastructure investments related to the following:

- Restoration of critical infrastructure
- Re-nourishment of protective costal dune systems and state beaches
- Building or fortifying buildings that are essential to the health, safety and welfare of a community
- Rehabilitation or construction of stormwaler management systems
- Improvements to drainage facilities
- Reconstruction of lift stations and sewage treatment plants
- Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION: The Town of Lake Park has been awarded Eleven Million Sixty-Seven Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$11,067,635.00) in CDBG-MIT (Community Development Block Grant- Mitigation) funding for mitigation efforts to retrofit the existing Southern Outfall consisting of a four-phase project designed to replace or enhance significant segments of the Town of Lake Park's underground storm-water infrastructure. The infrastructure has reduced capacity and has largely exceeded its service-life. This project will satisfy the Urgent Need National Objective by providing relief to a system responsible addressing the storm-water drainage requirements of forty-eight percent of the town's 930acre area. The existing Southern Outfall drains 446 acres (30.3%) of the town's area and discharges untreated runoff toward the Lake Worth Lagoon, an impaired waterbody in the EPA's 303d list. This project will also address the current recurring risk of flooding of the upper and middle areas of the watershed characterized by residential neighborhoods of low-to-moderate income population. Lake Park is composed of residential areas on the town's eastern boundary and an industrial area to the west along 10th Street and Dixie Highway. It is located on the southeast coast of Florida in Palm Beach County. The town is bordered on the east by the Intracoastal Waterway. Palm Beach Gardens lies to the west, Rivera Beach is to the South, and the Village of North Palm Beach to the North. The Town of Lake Park is a minority majority community that, according to the US Census, has an average per capita income of \$23,162 and a 15.6% poverty rate. Both have significant difference compared to the state's average of \$34,103 income and 10.5% poverty rate. The Town of Lake Park has leveraged \$367,120.00 for this project for a total cost of \$11,434,755.00.

# 3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any

changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:

- 1. Organizational Chart; and
- 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
  - 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
  - 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
  - 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
  - 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
  - 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
  - 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
  - A revised detail report measuring the actual cost versus the project cost.
  - An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
  - 1. Submit updated organization chart on a quarterly basis with quarterly report.
  - 2. Details on staffing changes, as outlined in Section 3.A.
  - 3. A progress report documenting the following information:
    - a. Accomplishments within the past quarter;
    - b. Issues or risks that have been faced with resolutions; and
    - c. Projected activities to be completed within the following quarter.
- MI. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- MII. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated

# 4. ELIGIBLE TASKS AND DELIVERABLES:

# A. Deliverable No. 1 - Project Implementation

Subrecipient shall:

- 1. Contract a grant manager to maintain financial records related to project activities; Maintain project files; Attend meetings to provide progress reports on subgrant activities; Prepare documentation for and attend monitoring visits by DEO; prepare requests for funds for submission; prepare subgrant modification documents; prepare administrative closeout report; among other required activities for to implement the project. Projects include the Southern Outfall storm-water replacement, Bert Bostrom Storm-water infrastructure improvements, and the green infrastructure bio-swale and storm-water improvements associated with the 10<sup>th</sup> Street improvement.
- Conduct complete environmental review/assessment in accordance with 24 CFR Part 58. Review and submit document "Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)". (ER done for each location)
- 3. Purchase permits required for each location.
- Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO.

# B. Deliverable No. 2 - Engineering and Design

#### Subrecipient shall:

- Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.
- Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act referenced in Attachment D.4.b. of this agreement.

## C. Deliverable No. 3 - Construction

#### Subrecipient shall:

- Demolish and remove existing bridge structure, remedy existing conflict utilities, excavation and removal of 1200 Ln Ft of existing 72" CAP and replace with new concrete storm-drainage piping including modifications to existing outfall site remediation, parking lot reconstruction, landscape and irrigation for the Southern Outfall Replacement; Project mobilization, material procurement, existing utility identification, MOT, NPDES protection, bonds, and insurance.
- 2. Demolish and remove existing sidewalks / driveways / etc. in preparation for installation of new storm-water pipe and storm-water storage baffle chambers. Removal of existing storm-water piping and installation of over 2600 Ln Ft new 42" HP PP storm-water pipe. and the installation of over 2500 Storm Tech Subsurface Stormwater storage chambers, Site remediation, existing asphalt patching, final swale construction, landscape & irrigation for the Bert Bostrom Infrastructure Improvements; Project Mobilization, material procurement, existing utility identification, MOT, NPDES Protection, bonds, and insurance.
- 3. Conduct demolition of existing elements in the existing right-of-way (ROW) including existing concrete sidewalks, asphalt aprons & miscellaneous concrete/asphalt patches. Demo/Clearing of exiting grassed areas within the ROW limits. Construct new Micro Bio-Retention Swales including Storm Tech Subsurface storage chambers, new concrete curbs, sidewalks, decorative paver-brick crosswalks & accent islands, new Asphalt pavement overlay, new striping, symbols, and signage for the 10<sup>th</sup> Street Green Infrastructure Improvements; Project Mobilization, material procurement, existing utility identification, MOT, NPDES Protection, bonds, and insurance.
- 4. Provide Cured In-Place Pipe Lining (CIPP); Solicit bid pricing for the CIPP repair/remediation of approximately 1500 lineal feet of underground storm-water drainage pipe; pipe sizes include, but are not limited to 12", 15", 18", 24" 36" and 54". Work for this scope item also includes solicit bid pricing / select qualified contractor / perform CIPP work. Provide labor, materials, and equipment to perform a CCTV video inspection of all completed CIPP work to verify work quality and conformance with specifications.

5. Provide CEI Inspection Work which includes: Perform field Inspections, material certifications, project regulatory compliance reviews and general field inspection reviews of on-going project work activities.

# 5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be DEO in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

# 6. DELIVERABLES:

# Subrecipient agrees to provide the following services as specified:

| Tasks                                                                                      | Minimum Level of Service                                                                                                                                                                                                                                                                                                                    | Financial Consequences                                                                                                   |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Subrecipient shall complete tasks as<br>detailed in Section 4.A. of this Scope of<br>Work. | Subrecipient may request<br>reimbursement upon completion of<br>the tasks listed in 4.A. of the Scope<br>of Work as evidenced by submittal<br>of the following documentation:<br>1) Copies of required permits.<br>2) Project Implementation<br>activities;<br>3) Invoice package in accordance<br>with Section 7 of this Scope of<br>Work. | Failure to complete the<br>Minimum Level of Service a<br>specified shall result in non-<br>payment for this deliverable. |
|                                                                                            | Delive                                                                                                                                                                                                                                                                                                                                      | erable No. 1 Cost: \$130,000.0                                                                                           |

| Tasks                                                                                      | Minimum Level of Service                                                                                                                                                                                                                                                                                                                                                                                                      | Financial Consequences                                                                                                                                |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subrecipient shall complete tasks as<br>detailed in Section 4.B. of this Scope of<br>Work. | Subrecipient may request<br>reimbursement upon completion of<br>a minimum of one (1) task in<br>accordance with Section 4.B of this<br>Scope of Work, evidenced by<br>submittal of the following<br>documentation:<br>1) Engineering design, working<br>drawings and associated cost<br>estimates.<br>2)Copies of all required permits;<br>and<br>3)Invoice package in accordance<br>with Section 7 of this Scope of<br>Work. | Failure to complete the<br>Minimum Level of Service as<br>specified shall result in non-<br>payment for this deliverable<br>for each payment request. |

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| Tasks                                                                                      | Minimum Level of Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Financial Consequences                                                                                                   |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Subrecipient shall complete tasks as<br>detailed in Section 4.C. of this Scope of<br>Work. | Subrecipient may request<br>reimbursement of construction<br>activities in the following<br>increments: 5%, 10%, 15%, 20%,<br>30%, 35%, 40%, 45%, 50%, 55%,<br>60%, 65%, 70%, 75%, 80%, 85%,<br>90%, 95%, and 100%, evidenced by<br>submittal of the following<br>documentation:<br>1) AIA forms G702 and G703,<br>or similar accepted DEO form,<br>completed by a licensed<br>professional certifying to the<br>percentage of project<br>completion;<br>2) Photographs of project in<br>progress and completed; and<br>3) Invoice package in accordance<br>with Section 7 of this Scope of<br>Work. | Failure to complete the<br>Minimum Level of Service a<br>specified shall result in non-<br>payment for this deliverable. |

**COST SHIFTING:** The deliverable amounts specified within the Deliverables table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount. Changes that exceed as described in MODIFICATION section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

# 7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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

(https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

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- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  - A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
  - 4. Photographs of the project in progress and completed work;
  - 5. A copy of all supporting documentation for vendor payments;
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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| Subrecipient | I                |     |                     |                | Contract<br>Number: | e u |               | I           | 44    | Modification<br>Number: | Ţ              |             |                |
|--------------|------------------|-----|---------------------|----------------|---------------------|-----|---------------|-------------|-------|-------------------------|----------------|-------------|----------------|
| Ac           | Activity/Project | Nat | National Objective  | ective         |                     | B   | Beneficiaries | s           |       |                         | Bud            | Budget      |                |
| Activity     | Description      | IWI | Slum<br>&<br>Blight | Urgent<br>Need | III                 | E   | IW            | Non-<br>LMI | Total | CDBG-<br>MIT<br>Amount  | Other<br>Funds | Sourc<br>e* | Total<br>Funds |
| 1            |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
|              |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
|              |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
|              |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
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| 2.           |                  |     |                     |                |                     |     |               |             |       |                         |                |             | 7              |
|              |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
| 3.           |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
|              |                  |     |                     |                |                     |     |               |             |       |                         |                |             |                |
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תחתיםולוו בווגפוחליב וחי תם ובמצחמיו ו ברייותמת-סבטב-לסמות ותחתברא

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| , Planing | Adn  | dministration |  |
|-----------|------|---------------|--|
|           | Plan |               |  |

\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

|    | Source of Other Funds | Amount |
|----|-----------------------|--------|
| 1  |                       |        |
| 2  |                       |        |
| 3. |                       |        |
| 4. |                       |        |

|                                         | Estimated<br>Funds by<br>End Date |  |  |  |  |
|-----------------------------------------|-----------------------------------|--|--|--|--|
| Project Budget:<br>Modification Number: | Local/Matc<br>h Funding           |  |  |  |  |
| Project<br>                             | CDBG-<br>MIT<br>Funding           |  |  |  |  |
|                                         | Associated<br>Task                |  |  |  |  |
| Date Prepared:                          | Deliverable                       |  |  |  |  |
| Activity:<br>Date P                     | Description                       |  |  |  |  |
|                                         | Activity                          |  |  |  |  |
|                                         | Describe<br>Proposed<br>Action    |  |  |  |  |
| ent<br>Number:                          | End<br>Date<br>(month<br>/year)   |  |  |  |  |
| Subrecipient<br>Contract Number:        | Start<br>Date<br>(month<br>/year) |  |  |  |  |

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עטענוסואוו בוואפוחאב וחי עט ורטשטטיו ו מרייעטע-סבטב-צפטו ע ועטעברא

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<sup>1</sup> rision Date: 4/19/2022

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הטנינוסולוו בוואפוחלם זה. המוג ממחמ-ו ז בר-אמת-סבמב-לפמור ותהחבנש

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rision Date: 4/19/2022

- 1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
- The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget and Activity Work Plan.
- The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
- Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
  - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."
- 5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
- 6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

Item 4

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

- 7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
- In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
- 9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
- 10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
- 11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
- 12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
- 13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
- 14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
- 15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
- 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
- 17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO preapproval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
- 18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
- 19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

# Attachment E - State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

- 2. Audits, Inspections and Monitoring
  - a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

# c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

# 3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

# Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>

# 5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

# 6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <u>https://www.sam.gov/SAM/</u> in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

# 7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 - 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

# 8. Non-discrimination

# a. <u>24 CFR Part 6</u>

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

# b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

#### c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

# (1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

# d. Affirmative Action

# (1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 9. Labor and Employment

#### Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

#### 10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

#### b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) 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. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUDassisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very lowincome persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (6) Noncompliance 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 contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- c.. Section 3 Benchmarks and Reporting
- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
  - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
  - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

#### 11. Conduct

a. <u>Hatch Act</u>

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 - 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. <u>Conflict of Interest</u>

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) 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 required by section 1352, title 31, U.S.C. 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.
- d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

- e. Environmental Conditions
  - (1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision- making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and
   (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.

(4) Lead-Based Paint

The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

(5) Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

#### (6) Additional Regulations

- (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.
- (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

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or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

#### Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4. Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1. Define where discriminatory practices are occurring,
- 2. Help the community measure the effectiveness of its outreach efforts, and
- 3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- 1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- 2. Conducting a fair housing poster contest or an essay contest;
- 3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- 4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEOapproved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

#### Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4. Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;
- 5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and womenowned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <u>https://osd.dms.myflorida.com/directories</u>.
- Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

#### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4. Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and

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c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- 1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- 2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- 3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

#### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

#### Section 3 Clause

- 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. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUDassisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very lowincome persons, particularly persons who are Subrecipients of HUD assistance for housing.
- The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section
   As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- 5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- 6. Noncompliance 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 contracts.
- 7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **Civil Rights Regulations**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- Title VI of the Civil Rights Act of 1964 Prohibits discrimination by government agencies that receive Federal funding;
- Title VII of the Civil Rights Act of 1964 prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
- 3. Title VIII of the Civil Rights Act of 1968 as amended (the Fair Housing Act of 1988);
- 4. 24 CFR § 570.487(b) Affirmatively Furthering Fair Housing;
- 5. 24 CFR § 570.490(b) Unit of general local government's record;
- 6. 24 CFR § 570.606(b) Relocation assistance for displaced persons at URA levels;
- 7. Age Discrimination Act of 1975;
- Executive Order 12892 Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
- Section 109 of the Housing and Community Development Act of 1974 No person shall be excluded from
  participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBGMIT funds because of race, color, religion, sex or national origin;
- Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
- 11. Executive Order 11063 Equal Opportunity in Housing;
- 12. Executive Order 11246 Equal Employment Opportunity; and
- Section 3 of the Housing and Urban Development Act of 1968, as amended Employment/Training of Lower Income Residents and Local Business Contracting.

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I hereby certify that the <u>Town of Lake Park</u>, <u>Florida</u> shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:

| - | / | VA  | 1, | 1 |  |
|---|---|-----|----|---|--|
| - | 1 | KU, | 11 | 1 |  |
|   | - | -   | 47 | / |  |

| Date: | Se | otem | ber | 21, | 2022 |
|-------|----|------|-----|-----|------|
|       |    | -    |     |     |      |

Name:

Title:

Mayor

Michael O'Rourke

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#### Attachment G - Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

- 1. Monthly Progress Report must be submitted to DEO ten (10) calendar days after the end of each month.
- 2. A Quarterly Progress Report must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
- 3. A Contract and Subcontract Activity form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC\_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

- 4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an Audit Certification Memo must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
- 5. A copy of the Audit Compliance Certification form, Attachment J, must be emailed to <u>audit@deo.myflorida.com</u> within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
- 6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to DEO by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to DEO.

- 7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables*, *Project Budget and Activity Work Plan*.
- 8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

#### **Financial Management**

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- 1. Accurate, current and complete disclosure of the financial results of this project or program.
- 2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- 3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- 4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- 6. Cost accounting records that are supported by backup documentation.

#### Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

#### **Codes of Conduct**

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*Ses* 2 CFR § 200.318(c)(1).)

#### **Business Hours**

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

#### Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient. The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 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 DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

- 1. A Subrecipient 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 form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. 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 Subrecipient 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 Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A Subrecipient 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 Subrecipient 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 Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

- 1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient 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 form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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, 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 Subrecipient's resources obtained from other than state entities).

#### 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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

#### PART IV: REPORT SUBMISSION

 Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.1and §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 form shall be submitted by or on behalf of the Subrecipient <u>directly</u> to each of the following:
  - a. DEO at each of the following addresses:

| Electronic copies (preferred): | or |
|--------------------------------|----|
| Audit@deo.myflorida.com        |    |

Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

 Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient <u>directly</u> to:

or

Electronic copies (preferred): Audit@deo.myflorida.com Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

- 4. Any reports, management letters, or other information required to be submitted DEO 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.
- 5 Subrecipients, when submitting financial reporting packages to DEO 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 Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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#### Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

| Federal Awarding Agency:                                                     | U.S. Department of Housing and Urban Development                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Federal Funds Obligated to Subrecipient:                                     | \$11,067,635                                                                                                                                                                                                                                                                                                                                                                 |
| Catalog of Federal Domestic Assistance Title:                                | Community Development Block Grants/State's Program<br>and Non-Entitlement Grants in Hawaii                                                                                                                                                                                                                                                                                   |
| Catalog of Federal Domestic Assistance Number:                               | 14.228                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Project Description:</b><br>This is not a research and development award. | The <b>Town of Lake Park</b> has been awarded \$11,067,635.00<br>in CDBG-MIT (Community Development Block Grant –<br>Mitigation) funding for mitigation efforts to retrofit the<br>existing Southern Outfall, which drains 446 acres of the<br>town's area and discharges untreated runoff toward the Lake<br>Worth Lagoon, an impaired waterbody in the EPA's 303d<br>list. |

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

- 1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401-290.048, F.S.
- 2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 570.497.
- The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
- The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

#### State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

### Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

| Email a copy of this form within 60 da<br>open to audit@deo.myflorida.com.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ays of the end of each fiscal year in which this subgrant was                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subrecipient:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| FEIN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Subrecipient's Fiscal<br>Year:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Contact's Phone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Contact's Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <ul> <li>agreement (e.g., contract, grant, memoriscentive award agreement, etc.) by Opportunity (DEO)? Yes I for the above answer is yes, answer the Did the Subrecipient expend \$750,000 sources of state financial assistance contract, grant, requirements of the Department of Financial Sector 2. Did the Subrecipient expend federal a (e.g., contract, grant, memorandum of award agreement, etc.) between the Su If the above answer is yes, also answer Did the Subrecipient expend \$750,000 federal awards combined) during its financial sector.</li> </ul> | e following before proceeding to item 2.<br>00 or more of state financial assistance (from DEO and all other<br>ombined) during its fiscal year?<br>Yes No<br>hat it will timely comply with all applicable State single or<br>s of Section 215.97, Florida Statutes and the applicable rules<br>rvices and the Auditor General.<br>awards during its fiscal year that it received under any agreement<br>f agreement, memorandum of understanding, economic incentive<br>ubrecipient and DEO?<br>the following before proceeding to execution of this certification:<br>0 or more in federal awards (from DEO and all other sources of<br>iscal year?<br>Yes No<br>at it will timely comply with all applicable single or program- |
| By signing below, I certify, on behalf o<br>and 2 are true and correct.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | f the Subrecipient, that the above representations for items 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| AAAA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Signature of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Printed Name of Authorized Representati                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ive Title of Authorized Representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

#### Attachment J - Audit Compliance Certification

Attachment K - Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

#### Attachment L 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

#### 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 affected 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 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 - Procurement of Recovered Materials.

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

#### Attachment M

#### State of Florida Department of Economic Opportunity

#### Federally Funded Community Development Block Grant Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between the Town of Lake Park, Florida (referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Mitigation Program (the "CDBG-MIT Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

- If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
- If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
- 3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
- 4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

| By    | TOWN OF LAKE PARK             | By    | DEPARTMENT OF ECONOMIC              |
|-------|-------------------------------|-------|-------------------------------------|
| Бу    | Signature<br>Michael O'Rourke | 29    | BD7A4D05416240FSignature Dane Eagle |
| Title | Mayor                         | Title | Secretary                           |
| Date  | September 21, 2022            | Date  | 9/27/2022                           |

# Southern Outfall Priority Rehabilitation Project Town of Lake Park, FL

VIRTUAL PRE-SITE VISIT CONFERENCE

REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM(GIP)

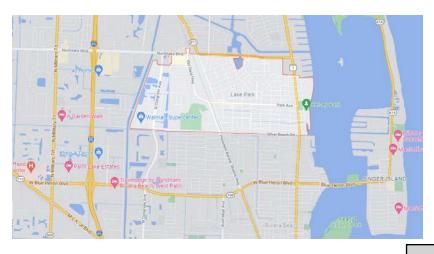
## INTRODUCTIONS (5 Mins.)

#### ltem 4.

## PROJECT SETTING – TOWN OF LAKE PARK, FL

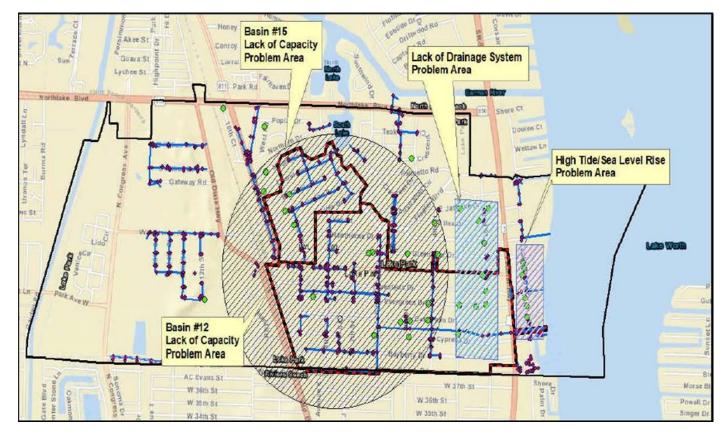
- Area of 2.4 square miles
- Originally incorporated in 1923 as Kelsey City (first zoned municipality in FL)
- Approximately 9,000 residents
- Town was fully developed by the 1980's
- Town composition: Residences (east), industry (west) + traditional downtown (along Park Ave)
- Minority-majority community
- Per capita income of \$23,162, 38% lower than the state's average of \$34,103 (US Census Bureau)
- Poverty rate of a 15.6%, FL statewide rate=10.5% (US Census Bureau)





## PROJECT SETTING – TOWN OF LAKE PARK, FL

- Stormwater CIP Planning—Assessed historical flooding locations for Town has identified flood hazard locations, exposure levels, risks, and identified adaptation strategies for these threats
- Majority of drainage deficiencies (quantity and quality) are associated with Southern Outfall; project 100% within Town limits
- Implemented Vulnerability Assessment and Updated Stormwater Master Plan



## **PROJECT OVERVIEW**

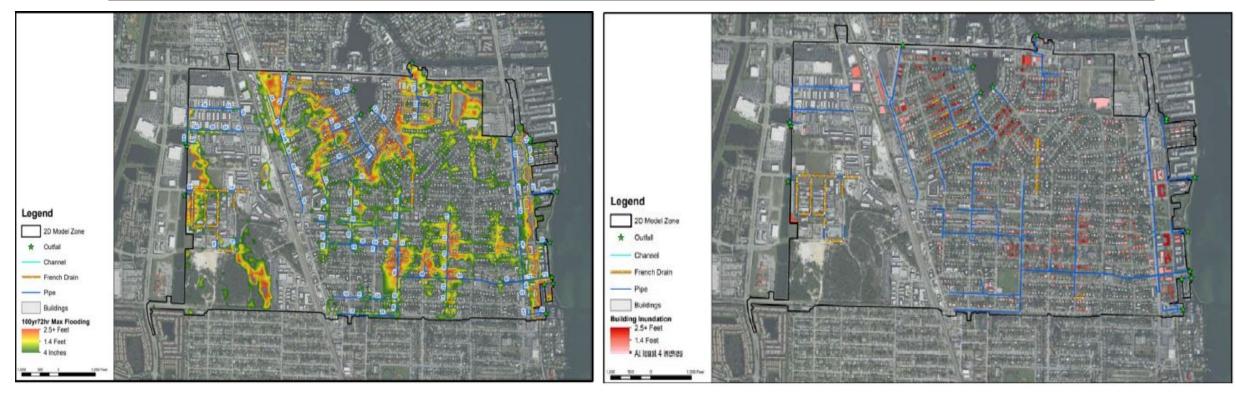
- Drains 446 acres (or 48%) of 928 acres of storm sewer areas
- Located along a historical ditch draining west to east along the southern boundary of the Town
- As the Town developed, storm sewers were connected without proper engineering planning
- The ditch was later enclosed as a storm sewer outfall discharging to Lake Worth Lagoon (LWL)
- Large trunk sewers ranging from 48 to 72 inches along the outfall reach capacity quickly with increasing high tides, causing frequent backups and flooding along the entire network
- Discharges untreated runoff toward the Lake Worth Lagoon, an impaired waterbody in the EPA's 303d list
- Flooding is more intensely experienced along the mid and upstream (western) portion of the watershed area





### 3-Year/24-Hr Level of Service

## **PROJECT OVERVIEW (Cont.)**



#### **100-year Inundation**

**Affected Properties From 100-year Inundation** 

100-year Flooding Is Very Intense With Severe Private Property Losses Throughout The Watershed

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### **PROJECT PURPOSE**

- Decentralize the Southern Outfall storm sewer network
- Replace dilapidated 72" CAP outfall
- Implement more sustainable GI/LID best management practices (BMP's) in the watershed
- Rehabilitate aging corrugated metal pipes (CMP) via trenchless CIPP lining



### VALUE TO THE COMMUNITY

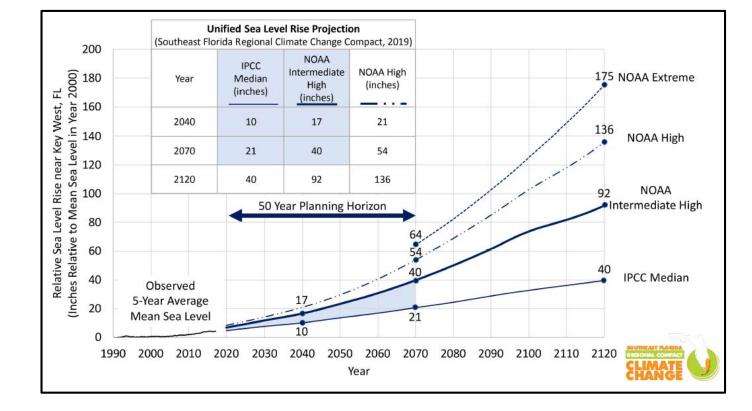
- The segment was found to be in poor to failing condition in 2013; classified as a high risk in need of immediate replacement
- Avert a sudden failure that would result in the closing of a significant portion of US Highway 1 with resulting local and regional transportation impacts
- Prevent unsafe high-water conditions that restrict mobility for a sustained periods of time
- Protect community's water supply and gas, phone, and cable utilities



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## VALUE TO THE COMMUNITY (Cont.)

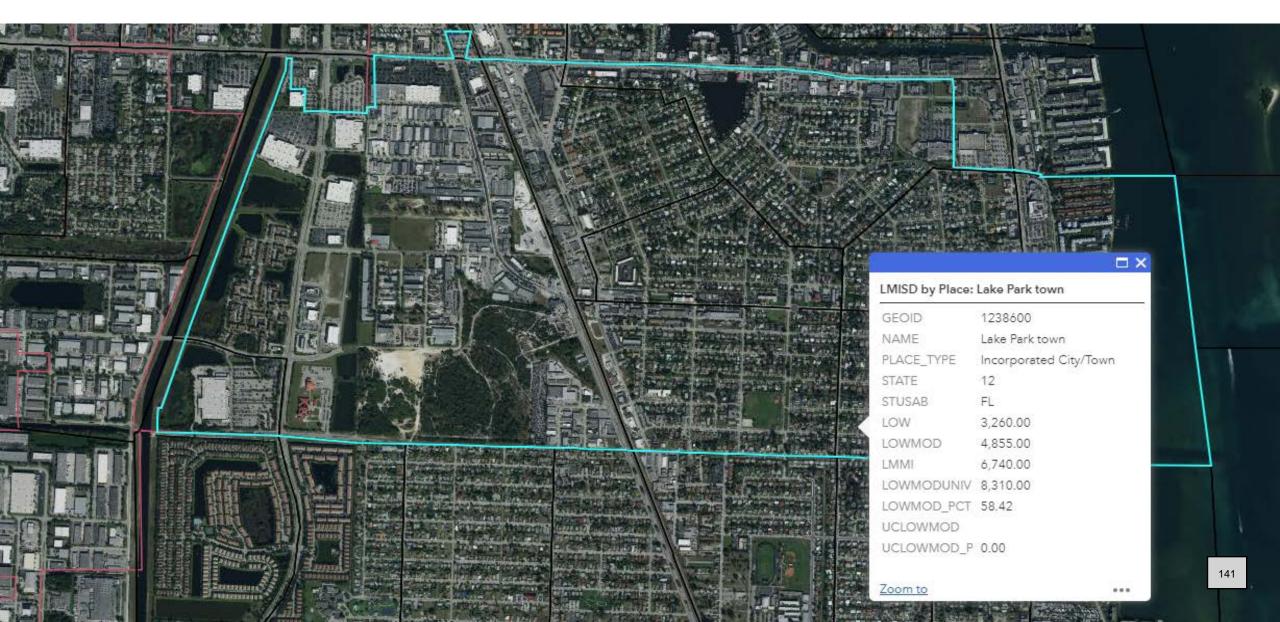
- The project's flood inundation reduction impact will allow critical services such as medical, energy and transportation to continue uninterrupted throughout the Town
- Mitigate extensive backup flooding west of US Highway 1
- Eliminate expensive bypass flows to the LWL (\$35K/week)
- Prevent significant financial loss to local businesses



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Item 4.

## AREA OF BENEFIT (LMI)



## WORK TO BE COMPLETED

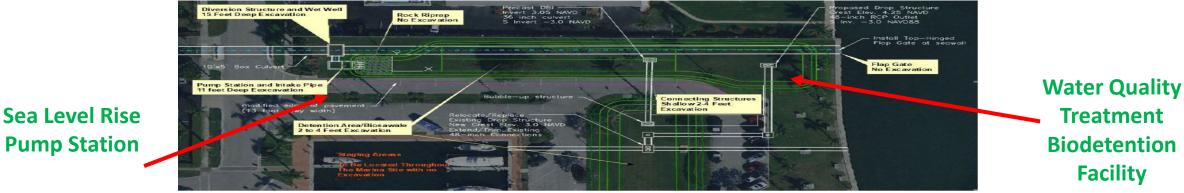
### **PHASE 1 – Southern Outfall:**

### Goal: Improve drainage along the eastern/lower end of the watershed

- Complete 100% design plans and specifications
- Replace 72-inch corrugated aluminum pipe (CAP) outfall with a 10' x 5' concrete box culvert (CBC)
- Install in-line valve or flap gate
- Install sea level rise (SLR) pump station
- Place large biodetention facility for water quality treatment

### **GREEN INFRASTRUCTURE FOR CLIMATE CHANGE** PHASE 1—SOUTHERN OUTFALL (72" CAP OUTFALL REPLACEMENT WITH 10'x5' CBC)





Item 4.

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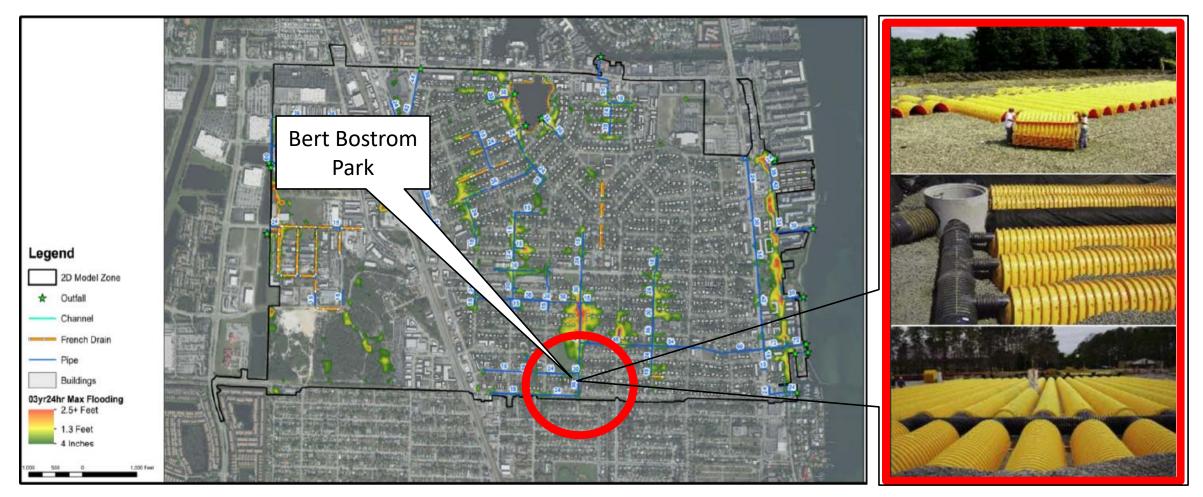
## WORK TO BE COMPLETED (Cont.)

### PHASE 2 – Bert Bostrom Park

### Goal: Improve watershed; decentralize northern/southern tributary network

- Redirect runoff discharges to field
- Collect data in support of design plans and specifications
- Complete 100% design plans and specifications for underground storage filtration chambers
- Install flow bypass storm sewers and hydraulic structures from north and south branches
- Install baseball field-sized farm of underground storage filtration chambers, below ground at Bert Bostrom Park

### PHASE 2 – BERT BOSTROM PARK GREEN INFRASTRUCTURE FOR CLIMATE CHANGE



Strategy: Upstream peak discharge diversion, attenuation and water quality treatment using GI/LIDbased underground chamber filtration

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### PHASE 2 – BERT BOSTROM PARK GREEN INFRASTRUCTURE FOR CLIMATE CHANGE

### (60% Design)



**Existing Playing Fields** 

Proposed Underground Filtration Chambers Proposed Southern Outfall Drainage System Bostrom Park Runoff Attenuation/Treatment Bypass

## WORK TO BE COMPLETED (Cont.)

### PHASE 3 – 10<sup>th</sup> Street

### Goal: Improve drainage on 10<sup>th</sup> Street/upper western watershed; implement pilot project

- Gather data in support of design plans and specifications
- Design 100% design plans and specifications of GI/LID-based water quality treatment and BMP's
- Install bioswales, bioretention areas, native trees, pervious pavers and underground storage filtration chambers

### **M&O**

 Cured in-place pipe (CIPP) lining of storm sewer segments upstream from the Southern Outfall

### **GREEN INFRASTRUCTURE FOR CLIMATE CHANGE** PHASE 3 - 10TH STREET ROW GI/LID PILOT PROJECT





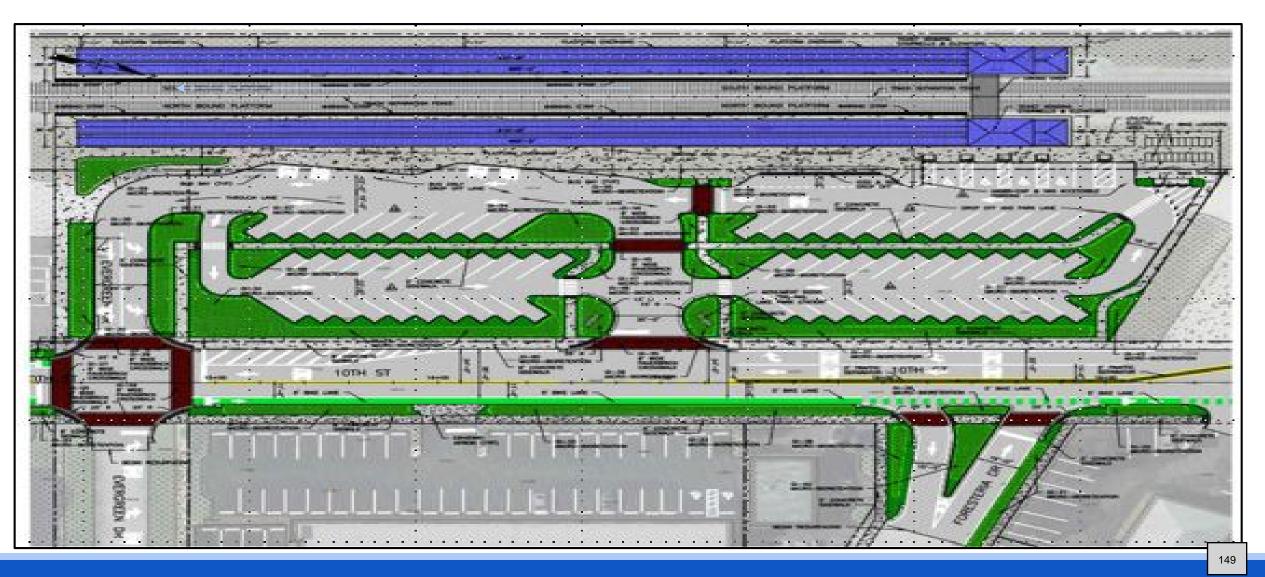
### **Treatment Strategies**

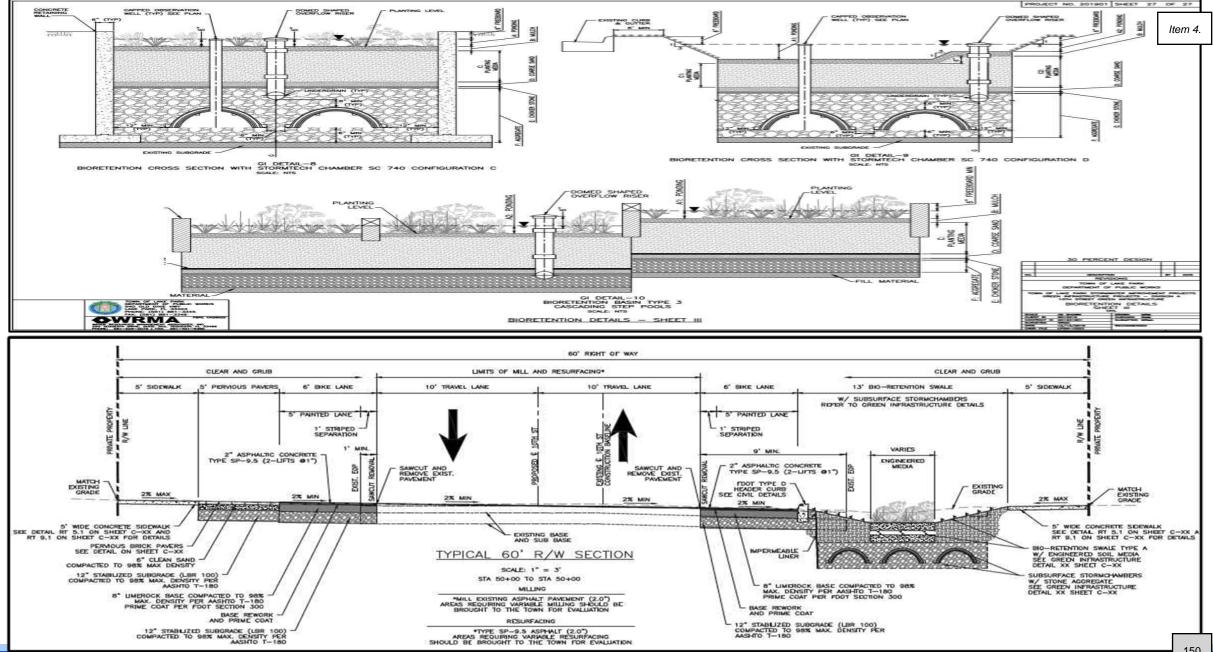
- Bioswales
- Pervious Pavement
- Underground Filtration Chambers



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### **GREEN INFRASTRUCTURE FOR CLIMATE CHANGE** PHASE 3 - 10TH STREET ROW GI/LID PILOT PROJECT





**Biodetention Area and Road Resurfacing Detail** 



Composite View: 10<sup>th</sup> Street (looking North near Cypress Drive)



## **IMPLEMENTATION TIMELINE**

Public Notice: August 27, 2021 through September 10, 2021

| Milestones and Tasks                         |                                       |            |          |                                 |
|----------------------------------------------|---------------------------------------|------------|----------|---------------------------------|
|                                              |                                       |            |          |                                 |
| Activity                                     | Start                                 | End        | Duration | Label                           |
| Southern Outfall Project Public Presentati   | ion (Milestone 1) - 9/2/2020          |            |          |                                 |
| <b>Project Presentation SWMP Committee P</b> | ublic Meeting (Milestone 2) - 7/21/20 | 21         |          |                                 |
| Task 1                                       | 08/27/2021                            | 09/10/2021 | 14       | Project Public Notice           |
| Project Start (Milestone 3) - 5/2/2022       |                                       |            |          |                                 |
| Task 2                                       | 05/02/2022                            | 06/06/2022 | 35       | DEO Award and Sub Agreement     |
| Task 3                                       | 06/06/2022                            | 07/04/2022 | 28       | Environmental Review            |
| Task 4                                       | 07/04/2022                            | 08/30/2022 | 57       | O&M/CIPP Project Implementation |
| Task 5                                       | 06/06/2022                            | 08/08/2022 | 63       | Phase 1 (P1) Design             |
| Task 6                                       | 08/08/2022                            | 10/10/2022 | 63       | P1 Bidding                      |
| Begin Phase 1 Construction (Milestone 4)     | - 10/10/2022                          |            |          |                                 |
| Task 7                                       | 10/10/2022                            | 10/13/2023 | 368      | P1 Construction                 |
| Task 8                                       | 10/16/2023                            | 11/17/2023 | 32       | P1 Close Out                    |
| Task 9                                       | 11/20/2023                            | 02/19/2024 | 91       | P1 Monitoring                   |
| Task 10                                      | 09/05/2022                            | 11/11/2022 | 67       | Phase 2 (P2) Design             |
| Task 11                                      | 03/06/2023                            | 05/08/2023 | 63       | P2 Bidding                      |

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## IMPLEMENTATION TIMELINE (Cont.)

| Begin Phase 2 Construction (Milestone 5)        | - 5/11/2023 |            |     |                          |
|-------------------------------------------------|-------------|------------|-----|--------------------------|
| Task 12                                         | 05/11/2023  | 05/31/2024 | 386 | P2 Construction          |
| Task 13                                         | 05/23/2024  | 06/21/2024 | 29  | P2 Close Out             |
| Task 14                                         | 06/21/2024  | 08/23/2024 | 63  | P2 Monitoring            |
| Task 15                                         | 12/06/2022  | 02/19/2023 | 75  | Phase 3 (P3) Design      |
| Task 16                                         | 10/02/2023  | 11/07/2023 | 36  | P3 Bidding               |
| Begin Phase 3 Construction (Milestone 6)        | - 11/7/2023 |            |     |                          |
| Task 17                                         | 11/07/2023  | 11/11/2024 | 370 | P3 Construction          |
| Task 18                                         | 11/11/2024  | 12/16/2024 | 35  | P3 Close Out             |
| Task 19                                         | 12/16/2024  | 02/17/2025 | 63  | P3 Monitoring            |
| Task 20                                         | 02/17/2025  | 04/30/2025 | 72  | Overall Project Closeout |
| <b>Overall Project Completion (Milestone 7)</b> | - 4/30/2025 |            |     |                          |

## ESTIMATED BUDGET

### **PHASE 1: (72" CAP 800-foot Southern Outfall Segment)**

- \$150,000 (For 100% design plans and specifications for SLR pump station/flap gate)
- \$2,817,000 (Construction of 10'x5' CBC and appurtenances)
- \$236,200 (Town-leveraged funds for 90% design to be completed December 2021)

### **PHASE 2:** (Bert Bostrom Park Underground Storage Filtration Chambers)

- \$115,000 (For field data gathering and 100% design plans and specifications of underground storage filtration chambers)
- \$2,402,500 (Construction of underground storage filtration chambers, utilities relocation and bypass appurtenances)
- \$25,000 match + \$30,000 (FDEP/Coastal Resiliency grant; Town-leveraged funds for 60% design completed September 2021)

## ESTIMATED BUDGET (Cont.)

# **PHASE 3:** (10th Street Green Infrastructure Water Quality GI/LID-Based Drainage Project)

- \$345,000 (For field data gathering and 100% design plans and specifications of GI/LID BMP facilities)
- \$4,955,000 (Construction of bioswales, pervious pavers, underground storage filtration chambers, utilities relocation, road and sidewalk reconstruction, lighting, landscaping)
- \$25,940 (Town-leveraged funds for 60% design completed October 2021)
- \$50,000 (Town-proposed leveraged/matching funds for 100% design)

### **O&M:** (Southern Outfall System Rehabilitation)

- \$409,135 for CIPP lining of storm sewer segments upstream from the Southern Outfall
- \$24,000 Town-proposed leveraged/matching funds

## DELIVERABLES

### **PHASE 1: (72" CAP 800-foot Southern Outfall Segment)**

- 60% and 90% project design plans and specification reviews
- 100% bid-ready package for pump station mechanical, structural, electrical design plans and specifications

### **PHASE 2:** (Bert Bostrom Park Underground Storage Filtration Chambers)

- Topographic, subsurface utility engineering (SUE) and geotechnical survey reports
- 60% and 90% project design plans and specification reviews
- 100% bid-ready underground storage filtration chambers design plans and specifications package

## DELIVERABLES (Cont.)

# **PHASE 3:** (10th Street Green Infrastructure Water Quality GI/LID-Based Drainage Project)

- Topographic, SUE and geotechnical survey reports
- 60% and 90% design plans and specifications of GI/LID-based water quality BMP's (bioswales, bioretention, rain trees, pervious pavers and underground storage filtration chambers).
- 100% bid-ready design plans and specifications package for GI/LID-based water quality BMP's, road/sidewalk reconstruction, lighting and landscaping)

### **O&M:** (Southern Outfall System Rehabilitation)

 As-built CCTV logs of completed CIPP lining of storm sewer segments at Cypress Drive, Ilex Drive and Jasmine Drive

06/08/2016 13:27

Street Flooding at 2nd Street/E. Ilex Drive

Item 4.



## Q&A SESSION (25 Mins.)

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### Agenda Request Form

| Maating Datas                | November 1, 2022                                                                                                                                                                                                                                               |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date:                | November 1, 2023                                                                                                                                                                                                                                               |
| <b>Originating Departmen</b> | t: Special Events                                                                                                                                                                                                                                              |
| Agenda Title:                | Resolution Renaming Lake Shore Park Discussion                                                                                                                                                                                                                 |
| Approved by Town Ma          | mager:       Digitally signed by Bambi McKibbon-Turner         Digitally signed by Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director         Turner       Distribution         Date: 2023.10.26 09:49:46 - 04'00' |
| Cost of Item:                | Funding Source:                                                                                                                                                                                                                                                |
| Account Number:              | Finance Signature:                                                                                                                                                                                                                                             |
| Advertised:                  |                                                                                                                                                                                                                                                                |
| Date:                        | Newspaper:                                                                                                                                                                                                                                                     |
| Attachments: <u>1</u>        | Yown of Lake Park Resolution No.                                                                                                                                                                                                                               |
| Please initial one:          | es I have notified everyone                                                                                                                                                                                                                                    |

X Not applicable in this case

### Summary Explanation/Background:

During a previous Commission Meeting it was brought to our attention that most residents did not know that Kelsey Park and Lake Shore Park are two different parks. In 2022, the Town Commission had a brief discussion about the possibility of renaming Lake Shore Park to coincide with the Town's 100<sup>th</sup> year anniversary. On April 19, 1972 the Town Commission passed Resolution No. 22-1972 naming the park property living east of Lake Shore Drive opposite of Kelsey City Park as Lake Shore Park.

At the September 20, 2023 meeting the Town Commission discussed renaming Lake Shore Park. The discussion ended with a consensus to rename Lake Shore Park as part of the existing Kelsey Park. The new Resolution is attached.

| <b>Recommended Motion</b> | : I move to approve Resolution |  |
|---------------------------|--------------------------------|--|
|                           | 11                             |  |

#### **RESOLUTION 88-11-23**

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RENAMING LAKE SHORE PARK LOCATED AT 701 LAKE SHORE DRIVE IN THE TOWN OF LAKE PARK TO KELSEY PARK; 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,** on April 19, 1972 the Town of Lake Park resolved by Resolution No. 22-1972 that the park area owned by the Town lying east of Lake Shore Drive shall be named Lake Shore Park; and

WHEREAS, the Town is celebrating its 100TH Anniversary throughout 2023; and

**WHEREAS,** on September 20, 2023 the Town Commission discussed the Town's desire to rename Lake Shore Park as part of the Town's Centennial Celebration; and

**WHEREAS,** the Town Commission's discussion ended with a unanimous consensus to rename Lake Shore Park as part of the existing Kelsey Park; and

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

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

Section 2. Renaming of Lake Shore Park. The Town Commission herby adopts this resolution and dedicates Lake Shore Park as part of the existing Kelsey Park.

**Section 3. Authorizing of Town Manager.** The Town Manager is hereby directed to take the necessary administrative steps to show the new name of this park on all proper documents.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.



### Town of Lake Park Library Board

Agenda Request Form

| Meeti                            | ng Date:    | November 1, 2023                                                 | Agenda Item No.                                                                                                                                             |
|----------------------------------|-------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Agen</u>                      | da Title:   | Tree Board Membership                                            | <u>.</u>                                                                                                                                                    |
| [ ]<br>[ ]<br>[ <b>X]</b><br>[ ] | BOARD API   | RESENTATION/REPORTS<br>POINTMENT<br>ARING ORDINANCE ON _<br>NESS | [ ] CONSENT AGENDA<br>[ ] OLD BUSINESS<br>READING                                                                                                           |
| Appro                            | oved by Tow | n Manager <sup>John D'Agostino</sup>                             | igitally signed by John D'Agostino<br>N: cn-John D'Agostino, = Town of Lake Park,<br>== Town Manage,<br>maili-jdagostino@lakeparkflorida.gov, c=US<br>Date: |

#### <u>Laura Weidgans, Deputy Town Clerk</u> Name/Title

| Originating Department:     | Costs: <b>\$ 0.00</b>                                                                                                                                              | Attachments:                                                                                   |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Town Clerk                  | Funding Source:<br>Acct. #<br>[] Finance                                                                                                                           | <ol> <li>Nomination to the Tree<br/>Board</li> <li>Board Membership<br/>Application</li> </ol> |
| Advertised:           Date: | All parties that have an interest<br>in this agenda item must be<br>notified of meeting date and<br>time. The following box must<br>be filled out to be on agenda. | Yes I have notified<br>everyoneLW<br>Or<br>Not applicable in this case<br>Please initial one.  |

**Summary Explanation/Background:** The Town Clerk's Office received a Board Application for re-appointment to the Tree Board. The Tree Board has two (2) regular positions and two (2) alternate position available.

Commissioner Mary Beth Taylor nominated Mr. Brady Drew for re-appointment to the Tree Board as a regular member.

**<u>Recommended Motion:</u>** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee to be appointed to the Board.

I wholeheartedly nominate Brady Drew for reappointment to the tree board. If already nominated, I second it

Sent from my iPad

On Oct 16, 2023, at 11:01 AM, Laura Weidgans lweidgans@lakeparkflorida.gov> wrote:

Good afternoon Mayor, Vice-Mayor and Members of the Commission,

The Town Clerk's Office has received a Board Membership application for reappointment to the Tree Board. In order for this application to move forward, we must receive a nomination from a member of the Commission. The application has been placed in the Commission Dropbox and is attached to this email as well.

If you have any questions regarding this application or the process please contact me.

Sincerely,

Laura J. Weidgans

Deputy Town Clerk Town of Lake Park 535 Park Avenue Lake Park, Florida 33403 <image001.png>

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

<Board Application BDrew 20231009.pdf>



Office of the Town Clerk

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

www.lakeparkflorida.gov

October 16, 2023

#### **Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i)" Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

#### **Reappointment:**

Brady Drew has applied for re-appointment to the Tree Board as a regular member. The Tree Board currently has two (2) regular membership and two (2) alternate positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

### The Town of Lake Park



#### Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

| Please print the following info | ormation:                                 | 4          |          |
|---------------------------------|-------------------------------------------|------------|----------|
| Name: LOWE                      | Shelby                                    | Levor      | 1        |
| Last                            | First /                                   | Mic        | ldle     |
| Address: 929 Or                 | unge Dr.                                  |            |          |
| Birthday: Month:                | Day: 07                                   |            |          |
| Telephone: home                 | work                                      | cell (561) | 1436-264 |
| E-Mail Address _ Shell          | by llower comcau                          | stanet     |          |
|                                 |                                           | Yes        | No       |
| Are you a resident of Lake Pa   | ark                                       | X          |          |
| Are you a non-resident busine   | ess owner in Lake Park                    |            |          |
| Are you a registered voter (Re  | sponse to this question is not mandatory) | ¥-         |          |
| Do you currently serve on a 7   | Town Board or Committee                   | C B O      |          |
| If so, which one(s):            | Library Advisory                          | Brand      | /        |
| Have you been convicted of a    | a crime /                                 |            | X        |
| If so, when?                    | where?                                    |            |          |

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

| Active Boards: |                                            |          |                               |  |  |
|----------------|--------------------------------------------|----------|-------------------------------|--|--|
| Choice #       | Board                                      | Choice # | Board                         |  |  |
| 02             | CRA Board (Community Redevelopment Agency) | 0_3_     | Planning & Zoning/            |  |  |
|                | Library Board                              |          | Historic Preservation Board * |  |  |
|                | Stormwater Policy Steering Commit          |          |                               |  |  |
|                | Floodplain Management Committee            | □        | Tree Board                    |  |  |
|                | Centennial Celebration Committee           |          |                               |  |  |

|                              | Inactive Boards:                            |     |
|------------------------------|---------------------------------------------|-----|
| Code Compliance              | Construction Board of Adjustments & Appeals | 167 |
| Harbor Marina Advisory Board |                                             |     |

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a). (2)(b). (7)

(561) 881-3311 Fax; (561) 881-3314

Item 6.

168

535 Park Avenue, Lake Park, Florida 33403 Lake Park Board Application

helby L. Lowe Your Name: Please indicate the reason for your interest in your first and second choices: want to ce Voter tax payer and registered Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training) Pumper Suncast Community H.S. TURNER SCHOOL BUSINOSS AD University BA Jood piction Public Admin 2001 Troy state Univertisty MPA Palm Bch State - Bld & Construction 2015 - ASSOCIOSE A What is/was your profession or occupation: Business How long: Please indicate employment experience that you feel relates to your desired service on an advisory board or committee. Palm Beach Conty School Dist. Construction Oversig I.t Review Conte. 3) Metropolitan Planning Organization Treasory Coast Reional Planning Buard 3 Riviera Beach Community (CRA) ional Leave of cities Transport fation conte. Rivera Beach City Could G ( Please indicate other general experience or community involvement that you feel qualifies you to servant for over 20 yrs Dublie serve on the boards you have chosen:  $I'v_{\theta}$ heen A SIMMISSIAC ounci Feel free to attach additional sheets if necessary. Also, please attach your resume. if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE-FOR KEMØVAL FROM A BOARD OR COMMITTEE. IF APPOINTED: Signature

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Town of Lake Park Town Commission

### Agenda Request Form

### Meeting Date: November 1, 2023

<u>Agenda Title</u>: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING THE SITE PLAN FOR A ONE-STORY, 2,112 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT FOR EMPIRE LANDSCAPE, GENERALLY LOCATED SOUTH OF WATERTOWER ROAD, NORTH OF KINETIC ROAD, AND WEST OF 13TH STREET; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

[]

CONSENT AGENDA

**OLD BUSINESS** 

- [] SPECIAL PRESENTATION/REPORTS []
- [ ] BOARD APPOINTMENT
- [] ORDINANCE
- [] NEW BUSINESS DISCUSSION ITEM
- [X] OTHER: QUASI-JUDICIAL PUBLIC HEARING RESOLUTION

Approved by Town Manager Bambi McKibbon-Turner, o=Town of Lake Park, u= Assistant Town Manager/Human Resources Director, Direc

<u> Anders Viane – Flanner</u>

| lame/Title                                                                |                                                                                                                                                                    |                                                                                                                                        |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Originating Department:<br>Community Development                          | Costs: <b>\$ Legal Review and</b><br>Legal Ad and Consultant<br>Reviews                                                                                            | Attachments:<br>→ Staff Report                                                                                                         |
|                                                                           | Funding Source: Escrow<br>account for all advertising<br>and reviews.                                                                                              | <ul> <li>→ Resolution -23</li> <li>→ Legal Notice</li> </ul>                                                                           |
|                                                                           | Acct. # <b>5662</b> [ ] Finance                                                                                                                                    | <ul> <li>→ Certified Letter</li> </ul>                                                                                                 |
|                                                                           |                                                                                                                                                                    | → All Plans and Apps<br>Binder                                                                                                         |
| Advertised:<br>Date: 9/1/23<br>Paper: Palm Beach Post<br>[ ] Not Required | All parties that have an interest in<br>this agenda item must be notified<br>of meeting date and time. The<br>following box must be filled out to<br>be on agenda. | Yes I have notified<br>everyone_ <b>AV_(certified mail to</b><br><b>everyone within 300 feet)</b><br>or<br>Not applicable in this case |
|                                                                           |                                                                                                                                                                    | Please initial one.                                                                                                                    |

### Summary Explanation/Background:

Please refer to staff report.

### **Recommended Motion:** I move to "<u>APPROVE</u>" Resolution -23.



Agenda Item No.

Item 7.



#### TOWN LAKE OF PARK PLANNING & ZONING BOARD <u>STAFF REPORT</u> MEETING DATE: November 1, 2023

#### **APPLICATION:**

**Empire Landscaping** 

**SUMMARY OF APPLICANT'S REQUEST:** Empire Landscaping ("Property Owner" and "Applicant") is requesting site plan approval for a one-story, 2,112 SF office/warehouse building. The proposed development is consistent with the Town of Lake Park's adopted regulations for the CLIC-1 District.

The Subject Property is located south of Watertower Road along 13th Street in the Town of Lake Park as denoted in the location map. It is comprised of the following parcel, which totals 0.33 acres:

• Parcel 1 – PCN: 36434220000007400

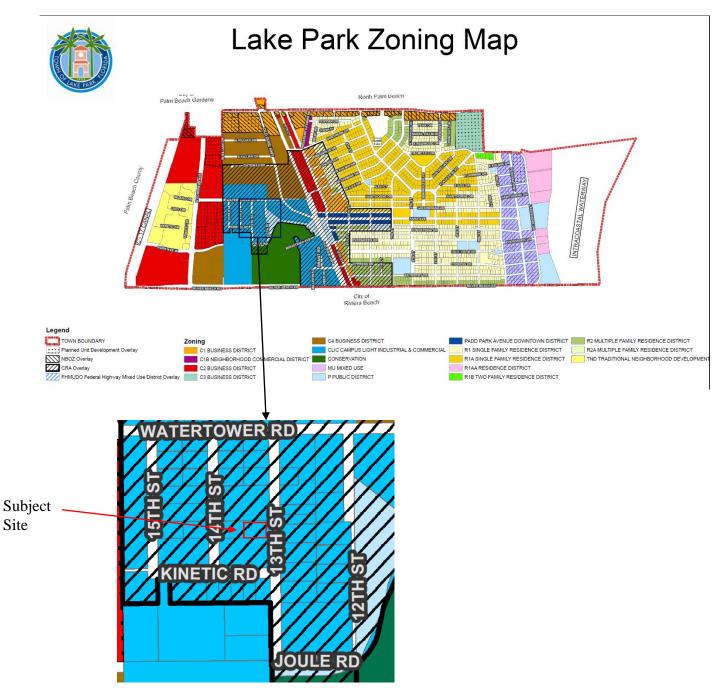
#### **BACKGROUND:**

Owner & Applicant(s): Agent and Consultant: Location: Net Acreage (total): Legal Description: Existing Zoning: Future Land Use: Empire Landscape James Leserra, Empire Landscaping 36434220000007400 (No Address) 0.333 acres See survey enclosed in packet. CLIC-1 Light Industrial and Commercial

**<u>Figure 1</u>**: Aerial View of Site (image not to scale; for visual purposes only)



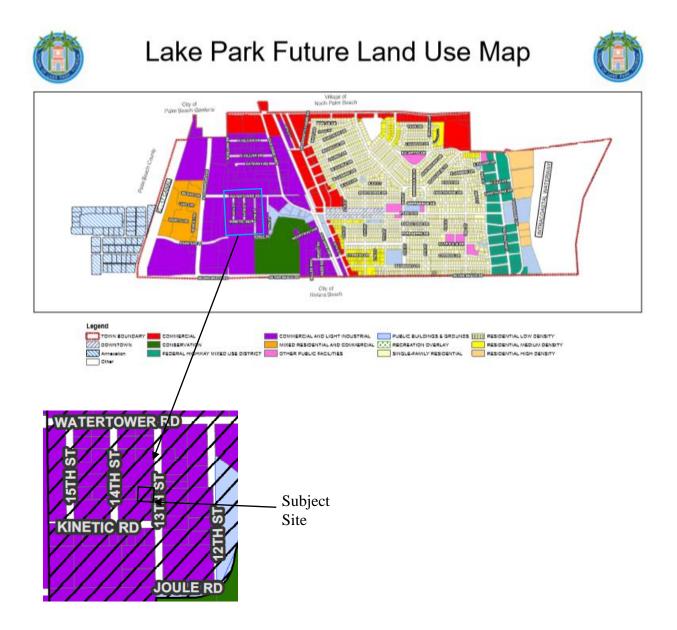
#### LAKE PARK ZONING MAP



#### **Adjacent Zoning:**

North: CLIC-1 South: CLIC-1 East: CLIC-1 West: CLIC-1

### LAKE PARK FUTURE LAND USE MAP



#### **Adjacent Existing Land Use**

North: Commercial and Light Industrial South: Commercial and Light Industrial East: Commercial and Light Industrial West: Commercial and Light Industrial

#### Item 7.

### PART I: SITE PLAN APPLICATION

The site plan application for Empire Landscape has been reviewed by the Town's consulting Engineers, Landscape Architect, Palm Beach County Fire Rescue, Seacoast Utility Authority, Palm Beach County Sheriff's Office (PBSO) for Crime Prevention Through Environmental Design (CPTED), Lake Park Public Works Staff, and Lake Park Community Development Department Staff. Based on these reviews, the project substantially complies with our Land Development Regulations and Comprehensive Plan.

\*\*This project has been noticed by certified mail to property owners within 300 feet on 8/30/23 and advertised in the Palm Beach Post on Friday 9/1/23 \*\*

#### SITE PLAN PROJECT DETAILS

<u>Comprehensive Plan</u>: The proposal is consistent with the goals, objectives and policies of the Town's Comprehensive Plan, including:

→ 3.4.2 Objectives and Policies, Policy 1.5: The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development and adopted Levels of Service (LOS) standards.

This development project activates a vacant parcel along 13<sup>th</sup> Street, bringing in a new business while not producing any harmful impacts to neighboring districts and adopted Levels of Service.

→ Future Land Use (FLU) Classification System 3.4.3: Lands and structures devoted to light industrial uses with pollutants controlled on site, warehouses, commercial, wholesale establishments, and limited small scale commercial uses that are supportive of workers in the area such as convenience stores and restaurants and that can be carried on unobtrusively, with a maximum F.A.R. of 2.0.

The current proposal is consistent with the definitional requirement for lands in the Commercial and Light Industrial FLU designation and consistent with the required Floor Area Ratio (FAR) by providing an FAR of 0.14.

→ Future Land Use Element, Policy 5.2: The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.

The proposed development will redevelop a currently underutilized (vacant) parcel per the requirements of the Comprehensive Plan.

**<u>Zoning</u>:** The proposed project is consistent with the requirements of the CLIC-1 Business District, including use, parking, building height, and building site area. The project also complies with the supplemental regulations of the general code, which will be further discussed as applicable in the sections below.

Of note, this project is applying for two administrative waivers specific to sites under one acre. The first waiver is for the building setback to reduce the front yard setback from 25' to 20'. This is allowable with the 20% reduction to setbacks that can be applied.

The second requested waiver is for landscape buffer widths; instead of the standard 8' landscape buffers, the applicant is proposing to utilize the 20% reduction allowance to provide 6'4" buffers instead.

Both alternative proposals fall within the allowances of the administrative waivers for sites under one acre and staff supports their application to this project given the site's inherent constraints.

**<u>Architecture:</u>** The project is generally compliant with the Town's standards for nonresidential architectural design detailed under Chapter 78, Article XII. The proposal meets the standards set forth for building articulation, material variation, and decorative features.

Two outstanding elements pertaining to architecture that were not addressed during site plan review are ensuring secondary color percentages are no greater than 25% per wall and ensuring features of interest account for 60% of the front and side facades. These outstanding items are anticipated to be remedied prior to Town Commission scheduling, otherwise they will be conditioned on the approving Resolution.

At the Planning and Zoning Board meeting, Chair Ahrens noted concerns with the architectural elevation plan, including identifying the material types on the elevation plan sheets, the type of roof and whether its fasteners would be visible, and the location of downspouts and gutters. Additionally, planning staff noted deficiencies in identifying the proposed paint color percentages and the proposed percentage of fenestration and other features of interest as defined under Section 78-336 (4) that were still not identified as compliant going into the P and Z meeting. As of the 10/18/23 revision to the architecture plans, all these concerns have been addressed with Planning staff satisfied with the additional paint percentage and façade detail percentages and the Building Official noting no concerns with the constructability of the proposed architectural elevations.

**Building Site:** The total impervious area for the project is 9,398 SF and the pervious area is 2,990 SF. The development proposal consists of a one story 2,112 SF office warehouse building. This structure will serve as storage and the main offices for the Empire Landscaping company.

**Traffic Concurrency**: O'Rourke Engineering has reviewed the proposed traffic generated for this project as well as internal circulation within the site and recommended approval 8/28/23. Palm Beach County TPS approval for this project was issued on 7/5/23.

**Landscaping**: The proposed landscaping plans have been deemed code compliant by the Town's consulting Landscape Architect (JMorton) as of 8/28/23.

At the Planning and Zoning Board meeting, Chair Ahrens noted concerns with a conflict between the lighting placement and landscaping. Subsequently, the applicant has modified their landscape placement to alleviate any possible conflict; the Town's consulting Landscape Architect reviewed the revised design and approved 10/20/23.

**Paving, Grading and Drainage**: The Town's consulting Engineers reviewed and approved the civil plans for this proposal on 8/24/23. Likewise the Town Stormwater Division approved the project on 8/29/23.

At the Planning and Zoning Board Meeting, Chair Ahrens noted concerns with proposed grades and ADA accessibility. To address these issues, the applicant has added notes clarifying that the pedestrian gate proposed along 13<sup>th</sup> Street will be accessible and vehicular gates are to remain open during business hours. The applicant also added additional grading information to their civil plans, which were reviewed again by the Town's Civil reviewer and approved 10/20/23.

**Signage:** Signage will be subject to permit review and approval pursuant to the sign code when permits are applied for.

<u>Water/Sewer</u>: Seacoast Utility Authority reviewed these plans for compliance with their best practices and provided final approval on 8/24/23.

**<u>Fire</u>**: PBC Fire Rescue reviewed the site plan and found it to be in compliance with PBC Fire Rescue best practices on 8/28/23. An additional round of fire review will be conducted during the building permit phase, which is standard procedure.

**<u>PBSO</u>**: The Crime Prevention Through Environmental Design (CPTED) review was performed by D/S Adam Pozsonyi at the Palm Beach County Sheriff's Office and the proposal was found to be complaint with best-practice principles for CPTED on 8/25/23.

### PART II: STAFF RECOMMENDATION

Staff recommends APPROVAL of the Site Plan for Empire Landscaping.

#### **RESOLUTION 87-11-23**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR A ONE-STORY, 2,112 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT FOR THE EMPIRE LANDSCAPE PROPERTY WHICH IS GENERALLY LOCATED SOUTH OF WATERTOWER ROAD, NORTH OF KINETIC ROAD, AND WEST OF 13<sup>TH</sup> STREET; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Empire Landscape ("Owner"), owns the property located at parcel control number 36434220000007400, generally located south of Watertower Road, north of Kinetic Road, and west of 13<sup>th</sup> Street, the legal description of which is attached hereto and incorporated herein as Exhibit "A" (the Site); and

**WHEREAS**, the Owner has submitted an application for a site plan proposing to develop a 2,112 square foot office/warehouse structure (the Application); and

**WHEREAS**, pursuant to the Future Land Use Map of the Town's Comprehensive Plan, the Site has a future land use designation of "Commercial and Light Industrial"; and

**WHEREAS**, the Owner's proposed use of the Site as office/warehouse use is consistent with the Commercial and Light Industrial future land use designation; and

**WHEREAS**, the zoning assigned to the Site is Campus Light Industrial and Commercial (CLIC-1); and

WHEREAS, office/warehouse uses are one of the permitted uses in the CLIC-1 District; and

**WHEREAS,** the Town's Planning and Zoning Board has reviewed the Application and has recommended its approval with conditions; and

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

**WHEREAS,** at its hearing, the Town Commission considered the evidence presented by the Town's Community Development Department (the Department), the Owner and other interested parties and members of the public; and

**WHEREAS**, the Town Commission has determined that provided the Owner complies with the conditions associated with the approval of the Application, the development of the Site would be consistent with the Town's Comprehensive Plan and Land Development Regulations.

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

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

<u>Section 2</u>. The Town Commission hereby approves a Development Order for the Site subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following plans. The title sheet shall be updated to reflect the following list of plans and their sign and seal dates:

| Name                                            | Sheet      | Revision | Received |
|-------------------------------------------------|------------|----------|----------|
|                                                 |            | Date     | on       |
| General                                         |            |          |          |
| Sheet 1 of 2                                    | 1 of 2     | 6.27.23  | 8.23.23  |
| Sheet 2 of 2                                    | 2 of 2     | 6.27.23  | 8.23.23  |
| Landscape / Irrigation / Site Plans             |            |          |          |
| Cover Sheet                                     | N/A        | N/A      | 10.13.23 |
| Existing Conditions / Tree Disposition<br>Plan  | Sheet L1.0 | 12.8.23  | 10.13.23 |
| Site Plan                                       | Sheet L2.0 | 8.23.23  | 10.13.23 |
| Landscape Plan                                  | Sheet L3.0 | 8.23.23  | 10.13.23 |
| Planting Details & Specifications               | Sheet L3.1 | 10.31.22 | 10.13.23 |
| Irrigation Plan                                 | Sheet L4.0 | 8.1.23   | 10.13.23 |
| Civil Plans                                     |            |          |          |
| Preliminary Paving, Grading, & Drainage<br>Plan | C1.1       | 10.4.23  | 10.13.23 |
| Preliminary Water & Wastewater Plan             | C2.4       | 10.4.23  | 10.13.23 |
| Preliminary Engineering Details                 | C2.1       | 10.4.23  | 10.13.23 |
| Autoturn Exhibit: Solid Waste                   | EX1        | 10.4.23  | 10.13.23 |
| Photometric Plan                                |            |          |          |
| Photometric Report                              | N/A        | 8.23.23  | 8.23.23  |

| Architecture              |     |          |          |
|---------------------------|-----|----------|----------|
| Floor Plan                | A-1 | 10.13.23 | 10.18.23 |
| Color Exterior Elevations | A-2 | 10.18.23 | 10.18.23 |
| Exterior Renderings       | A-3 | 10.13.23 | 10.18.23 |

- 2. Construction associated with the development of the Site is only permitted between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception has been approved in writing by the Community Development Director (the Director).
- 3. Any proposed disruption to neighboring street access, surrounding parking areas, or the normal flow of traffic within the rights of way of Watertower Road, 13<sup>th</sup> Street, Kinetic Road, or any other right-of-way during the construction of the Site shall be subject to the review and approval of the Director and any governmental agency responsible for maintaining these roadways. Should any disruption to the normal flow of traffic occur during construction of the Site without prior authorization, upon written notice from the Director, all construction shall cease until the Director provides the Owner with a written notice to proceed.
- 4. All landscaping shown on the approved site plan and the landscaping plan shall be continuously maintained from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping on the Site.
- 5. The Owner shall ensure that all contractors use best management practices to reduce airborne dust and particulates during the development of the Site.
- 6. All onsite dumpsters and dumpster screening shall be kept closed at all times. Owner is not responsible for waste haulers leaving doors open temporarily on pick-up day. All required dumpsters shall be acquired from the approved franchise supplier for the Town.
- 7. Prior to issuance of the Certificate of Occupancy, the Owner shall provide certification from the Landscape Architect of record that the plant installations for the Site are in accordance with the approved site and landscaping plans. Any minor modifications to the landscaping plan that are approved through permitting shall be deemed to be equivalent by the Town's consulting landscape architect.
- 8. Prior to the issuance of any construction permits, the Applicant shall submit copies of any permits that may be required by other agencies, including but not limited to the Palm Beach

County Health Department, Palm Beach County Land Development Division, South Florida Water Management District, and the State of Florida Department of Environmental Protection.

- 9. Any revisions to the approved site and landscaping plans, shall be submitted to the Department, and shall be subject to its review and approval. The Department shall determine whether or not the changes are material and require further review by the Planning & Zoning Board and Town Commission.
- 10. During the building permit phase, signage to be installed on the Site, including but not limited to window, wall, and freestanding signs, shall be part of a master sign plan that demonstrates there is consistency in the design and color scheme of all signs to be located on the Site. The master sign plan shall include illustrations of all signs and their colors and shall be subject to its review and approval prior to their placement on the Site.
- 11. Within 18 months of the effective date of this resolution, the Owner shall initiate bona fide development and shall continue with the development of the Site through completion. Failure to do so shall render the Development Order null and void. Once development has been initiated, the development of the Site shall be completed within 18 months.
- 12. Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall install high-definition surveillance cameras, which capture clear facial features throughout the parking areas on the Site and along the exterior façades of the buildings on the Site. The location of the camera(s) shall be subject to the review and approval of the Department and the Palm Beach County Sherriff's Office (PBSO).
- 13. **Cost Recovery**. All professional consulting fees and costs, and legal fees incurred by the Town in reviewing the Application and in the preparation of this resolution billed to the Owner shall be paid to the Town within 10 days of the mailing of the invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice shall result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A building permit or certificate of occupancy shall not be issued if any invoices are outstanding.

Section 3: This resolution shall become effective upon execution.

#### ATTACHMENT A

#### **Legal Description:**

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTHERLY 100 FEET OF THE NORTHERLY 650 FEET OF THE EASTERLY 145 FEET OF THE WESTERLY 845 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

A/K/A LOT 47 LAKE PARK INDUSTRIAL SITES, UNRECORDED.

### PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON <u>MONDAY, SEPTEMBER 11, 2023 AT 6:30 PM</u>, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON <u>WEDNESDAY</u>, <u>OCTOBER 4, 2023</u> <u>AT 6:30PM</u>, OR AS SOON THEREAFTER AS CAN BE HEARD. (<u>TENTATIVE DATE</u>, <u>PLEASE MONITOR</u> <u>WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES</u>). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

Empire Landscaping ("Property Owner" and "Applicant") is requesting site plan approval for a one-story, 2,112 SF office/warehouse building. The proposed development is consistent with the Town of Lake Park's adopted regulations for the CLIC-1 District.

The Subject Property is located south of Watertower Road along 13th Street in the Town of Lake Park. It is comprised of the following parcel, which totals 0.33 acres:

Parcel 1 – PCN: 3643422000007400

Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at <u>aviane@lakeparkflorida.gov</u>. If a person decides to appeal any decision made by the Planning and Zoning Board or 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, September 1, 2023



Notification of Public Meetings

8/29/2023

Dear Property Owner:

You are receiving this notice of public meetings because you are the legal owner of record for property that is located within 300 feet of the subject property discussed in this correspondence. The public meetings listed herein are being held to hear the application described below the AGENDA ITEM portion of this letter.

Should you wish to attend the meetings or comment on the application please take note of the date, time, and the instructions for attending and commenting detailed below. If you do not wish to attend the meetings and do not have any comments, you may disregard this notice.

#### PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARING AND QUASI-JUDICIAL PUBLIC HEARING

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON <u>MONDAY, SEPTEMBER 11,</u> <u>2023 AT 6:30 PM</u>, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

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### AGENDA ITEM

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• Parcel 1 – PCN: 36434220000007400

#### **PUBLIC HEARINGS**

| <b>MEETING:</b> | PLANNING AND ZONING BOARD                                           |
|-----------------|---------------------------------------------------------------------|
| LOCATION:       | 535 Park Avenue, Lake Park, FL. 33403.                              |
| DATE:           | Monday, September 11, 2023                                          |
| TIME:           | 6:30 р.м.                                                           |
|                 |                                                                     |
| <b>MEETING:</b> | TOWN COMMISSION (QUASI-JUDICIAL) - TENTATIVE, MAY                   |
|                 |                                                                     |
|                 | CHANGE (SEE TOWN WEBSITE)                                           |
| LOCATION:       | change (see town website)<br>535 Park Avenue, Lake Park, FL. 33403. |
|                 |                                                                     |

### **LOCATION MAP**





#### TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPARTMENT

#### APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT Please call (561)881-3319 for submittal fees

\*\*For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements\*\*

Project Name: Empire Landscape

Project Address: 830 13th Street, Lake Park, FL 33403

Property Owner: James Leserra

#### **APPLICANT INFORMATION:**

Applicant Name: Dustin Leserra

Applicant Address: 246 SE Ashley Oaks Way, Stuart, FL 34997

Phone: 772-215-8383 Fax: E-Mail: info@empirelandscape.biz

#### SITE INFORMATION:

General Location: AKA Lot 47 LAKE PARK INDUSTRIAL SITES, UNRECORDED.

Address: 830 13th Street, Lake Park, FL 33403

Zoning District: Clic Future Land Use: Industrial Acreage: 0.33

Property Control Number (PCN): <u>36-43-42-20-00-000-7400</u>

#### **ADJACENT PROPERTY:**

| DIRECTION | ZONING | BUSINESS NAME     | USE              |
|-----------|--------|-------------------|------------------|
| North     |        |                   | Storage          |
| East      |        |                   | Junkyard         |
| South     |        | Revival Landscape | Landscape        |
| West      |        |                   | Auto Repair Shop |

#### JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed)

1. Please explain the nature of the request:

Site Plan Application

Proposed 44' x 48" (2112 Sq/ft) Pre-fabricated Metal Building. Mixed Office/Warehouse space.

- 720 sq/ft Office space

- 1392 sq/ft of Warehouse space.

2. What will be the impact of the proposed change to the surrounding area?

The encompased area will be improved.

- The proposed native vegetation will increase biodiversity.

- The proposed lighting and security system will increase saftey in the surrounding areas.

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements?

The porject will comply with Lake park zoning requirments.

#### **LEGAL DESCRIPTION:**

 The subject property is located approximately 1 mile(s) from the intersection of

 Watertower Rd./Congress Ave.

 , on the north, east, south, X west side of

 the 13th Street

 (street/road).

Legal Description: The Southerly 100 feet of the Northerly 650 feet of the Easterly 145 feet of the Westerly 845 feet of Northwest Quarter of the Southwest Quarter of Section 20, Township 42 South, Range 43 Palm Beach County, Florida

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.

OWNER/APPLICANT Signature

8.23-23

### PLEASE DO NOT DETACH FROM APPLICATION. SIGNATURE REQUIRED BELOW.



Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

| I, James Leserra                           | _, have read and understand the |
|--------------------------------------------|---------------------------------|
| regulations above regarding cost recovery. |                                 |
| Proporty Orman Starture                    | 8-23-23<br>Date                 |
| Property Owner Signature                   |                                 |

### **CONSENT FORM**

### FROM PROPERTY OWNER AND DESIGNATION OF AUTHORIZED AGENT:

Before me, the undersigned authority, personally appeared James Leserra who, being by me first duly sworn, on Oath deposed and says:

- 1. That he/she is the fee simple title owner of the property described in the attached Legal Description:
- on his/her behalf to accomplish the above Project.

Property Owner Name: James Leserra

ronger Owner Signatur

Property Owner Signature

4545 SE Manatee Terrace

Street Address

772-485-6008

Telephone Number

James Leserra, Owner

By: Name/Title

Stuart, FI 34997

City, State, Zip Code

Fax Number

jim@empirelandscape.biz

E-Mail Address

| 2023, 2023                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|
| Sworn and Subscribed before me on this <u>231</u> day of <u>AUGUST</u> , 20 <u>23</u>                                       |
| Manda Des                                                                                                                   |
| AMANDA DAVIS<br>MY COMMISSION # HH 129176<br>EXPIRES: June 30, 2025<br>Bonded Thru Notary Public Underwrittere<br>U 30 2025 |



189

# **TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPARTMENT**

# **APPLICATION FOR WAIVER**

# **APPLICANT INFORMATION**

| Owner                                   |                                      |        |        |       |       |
|-----------------------------------------|--------------------------------------|--------|--------|-------|-------|
| Name:                                   | Empire LS Property Management        | Phone: | 772-21 | 5-838 | 3     |
| Address:                                | 4545 SE Manatee Terrace City: Stuart | State: | FL     | Zip:  | 34997 |
| Email Address: INFO@EMPIRELANDSCAPE.BIZ |                                      | (REQU  | IRED)  |       |       |

# Agent (if applicable)

| Name:          | Dustin Leserra                      | Phone: | 772-21 | 15-838 | 3     |
|----------------|-------------------------------------|--------|--------|--------|-------|
| Address:       | 246 SE Ashley Oaks Way City: Stuart | State: | FL     | Zip:   | 34997 |
| Email Address: | INFO@EMPIRELANDSCAPE.BIZ            | (REQU  | IRED)  |        |       |

# **PROPERTY INFORMATION**

| 1. | Property Location/Address:  | 13th \$ | St.; Lake | Parl | k, FL | <br>   | <br>   | <br>    |          | Į |
|----|-----------------------------|---------|-----------|------|-------|--------|--------|---------|----------|---|
| 2. | Property Control Number(s): | 36      | - 43      |      | 42    | <br>20 | <br>00 | <br>000 | <br>7400 |   |
| 3. | Zoning District:            | Towr    | n of Lake | Pa   | rk    | <br>   | <br>   | <br>    | <br>     |   |

# **PROJECT INFORMATION**

Waiver(s) requested: Building setbacks.

Brief description of work proposed (use additional sheets if necessary):

Requesting Building setbacks. Up to 20 percent of the land development regulations for the front, side yard, side

and rear setbacks may be waived, upon the community development director's determinationat one or more of the following

conditions exists: There are site or structural conditions, such as, but not limited to: the lot size is less than 1.0 acre

# Waiver Justification Letter

In order to authorize any waiver from the requirements of the Land Development Regulations, the Community Development Department must ensure its relevance to the application and the satisfaction of its requisite conditions per the Town Code. Please provide this information in a justification letter below or as an attachment and include the associated Town Code Section that enables the waiver.

There are site or structural conditions, such as, but not limited to: the lot size is less than 1.0 acre

Sec. 78-325. - Land development regulations eligible for waivers.

# LIST OF REQUIRED DOCUMENTS

• Justification letter.

### FEES

Application Fee: \$1,000 nonresidential; \$750.00 residential Minimum Escrow Deposit: \$1,500.00\*

\*Unused portion of escrow is refundable – additional costs will be recovered in advance. If this application is being submitted in conjunction with another application and an escrow account already exists, additional escrow may not be needed.

### Last Revision: 1/14/2020

Item 7.



Item 7.

# PLEASE DO NOT DETACH FROM APPLICATION.

# **SIGNATURE REQUIRED BELOW.**

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

| I, Jim Leserth                             | , have read and understand the |
|--------------------------------------------|--------------------------------|
| regulations above regarding cost recovery. |                                |
| Property Owner Signature                   | <u>4-3-23</u><br>Date          |

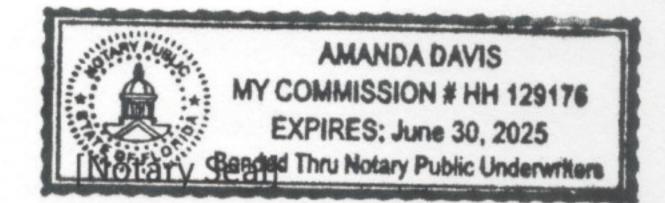
# $\bigcirc$

# SIGNATURE

The undersigned acknowledges the information provided above is true and correct as s/he is informed and believes:

STATE OF ED COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_\_physical presence or \_\_\_\_\_\_\_ online notarization, this date 413 2 by (name and title of position) \_\_\_\_\_\_\_ in USUNA\_OWN, who is personally known to me or who has produced (type of identification) \_\_\_\_\_\_ as identification.



(Signature of person taking acknowledgment) (Name typed, printed or stamped) DODYYDD (Title or rank)

ltem 7.

192

(Serial number, if any)





193

# TOWN OF LAKE PARK COMMUNITY DEVELOPMENT DEPARTMENT

# **APPLICATION FOR WAIVER**

# **APPLICANT INFORMATION**

# <u>Owner</u>

| Name:          | Empire LS Property Management |       |        | Phone: | Phone: 772-2 |      | 3     |
|----------------|-------------------------------|-------|--------|--------|--------------|------|-------|
| Address:       | 4545 SE Manatee Terrace C     | ity:  | Stuart | State: | FL           | Zip: | 34997 |
| Email Address: | INFO@EMPIRELANDSCAPE          | (REQU | IRED)  |        |              |      |       |

# Agent (if applicable)

| Name:          | Dustin Leserra                      | Phone: | 772-2 | 3    |       |
|----------------|-------------------------------------|--------|-------|------|-------|
| Address:       | 246 SE Ashley Oaks Way City: Stuart | State: | FL    | Zip: | 34997 |
| Email Address: | INFO@EMPIRELANDSCAPE.BIZ            | (REQU  | IRED) |      |       |

# **PROPERTY INFORMATION**

| 1. | Property Location/Address:  | 13th St.; Lake Park, FL |         |      |      |      |       |        |
|----|-----------------------------|-------------------------|---------|------|------|------|-------|--------|
| 2. | Property Control Number(s): | 36                      | - 43    | - 42 | - 20 | - 00 | - 000 | - 7400 |
| 3. | Zoning District:            | Town                    | of Lake | Park |      |      |       |        |

# **PROJECT INFORMATION**

Waiver(s) requested: Landscape Buffer widths

Brief description of work proposed (use additional sheets if necessary):

Requested up to 20 percent of the required landscape buffers. Site is less than 1 acre buffer width will not be less than six feet

# **Waiver Justification Letter**

In order to authorize any waiver from the requirements of the Land Development Regulations, the Community Development Department must ensure its relevance to the application and the satisfaction of its requisite conditions per the Town Code. Please provide this information in a justification letter below or as an attachment and include the associated Town Code Section that enables the waiver.

Site is less than 1 acres per Sec. 78-325. - Land development regulations eligible for waivers.

# LIST OF REQUIRED DOCUMENTS

Justification letter.

### FEES

Application Fee: \$1,000 nonresidential; \$750.00 residential Minimum Escrow Deposit: \$1,500.00\* Item 7.

\*Unused portion of escrow is refundable – additional costs will be recovered in advance. If this application is being submitted in conjunction with another application and an escrow account already exists, additional escrow may not be needed.

194



195

# PLEASE DO NOT DETACH FROM APPLICATION.

# **SIGNATURE REQUIRED BELOW.**

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

| I, Tim Leserth                             | , have read and understand the |
|--------------------------------------------|--------------------------------|
| regulations above regarding cost recovery. |                                |
| AA                                         | 4-3-23                         |
| Property Owner Signature                   | Date                           |

# SIGNATURE

The undersigned acknowledges the information provided above is true and correct as s/he is informed and believes:

STATE OF FL COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of v physical presence or online notarization, this date 1373 by (name and title of position) <u>Jim USerra</u> owner, who is personally known to me or who has produced (type of identification) \_\_\_\_\_\_ as identification.

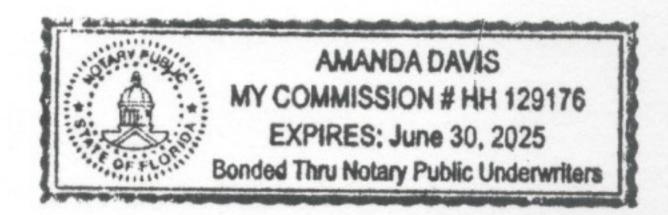
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

[Notary Seal]

(Serial number, if any)



# Last Revision: 1/14/2020

ltem 7.



#### Department of Engineering and Public Works P.O. Box 21229

West Palm Beach, FL 33416-1229 (561) 684-4000 FAX: (561) 684-4050 www.pbcgov.com

#### Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

#### **County Administrator**

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer" July 5, 2023

Rebecca J. Mulcahy, P.E. Pinder Troutman Consulting, Inc., 601 Heritage Dr, Suite 493 Jupiter, FL 33458

RE: 830 13<sup>th</sup> Street Project #: 230610 Traffic Performance Standards (TPS) Review

Dear Ms. Mulcahy:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact statement, dated June 14, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

| Municipality:        | Town of Lake Park                                     |
|----------------------|-------------------------------------------------------|
| Location:            | W of 13th St, 490 ft S of Watertower Rd               |
| PCN #:               | 36-43-42-20-00-000-7400                               |
| Access:              | One In-only and One Out-only driveways on 13th St     |
| Existing Uses:       | Outdoor Storage = 0.33 acres                          |
| Proposed Uses:       | Redevelop with Warehouse = 1,392 SF, Office = 720 SF, |
|                      | Landscape Service = $0.33$ acres                      |
| New Daily Trips:     | 40                                                    |
| New Peak Hour Trips: | 11(5/6) AM; 6(3/3) PM                                 |
| Build-out:           | December 31, 2026                                     |

Based on our review, the Traffic Division has determined the proposed project generates less than 21 peak hour net trips and has insignificant traffic impact, and therefore, <u>meets</u> the TPS of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Town after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a



Rebecca J. Mulcahy, P.E. July 5, 2023 Page 2

Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email <u>QBari@pbcgov.org</u>.

Sincerely,

Query Aunar bari

Quazi Bari, P.E., PTOE Manager – Growth Management Traffic Division

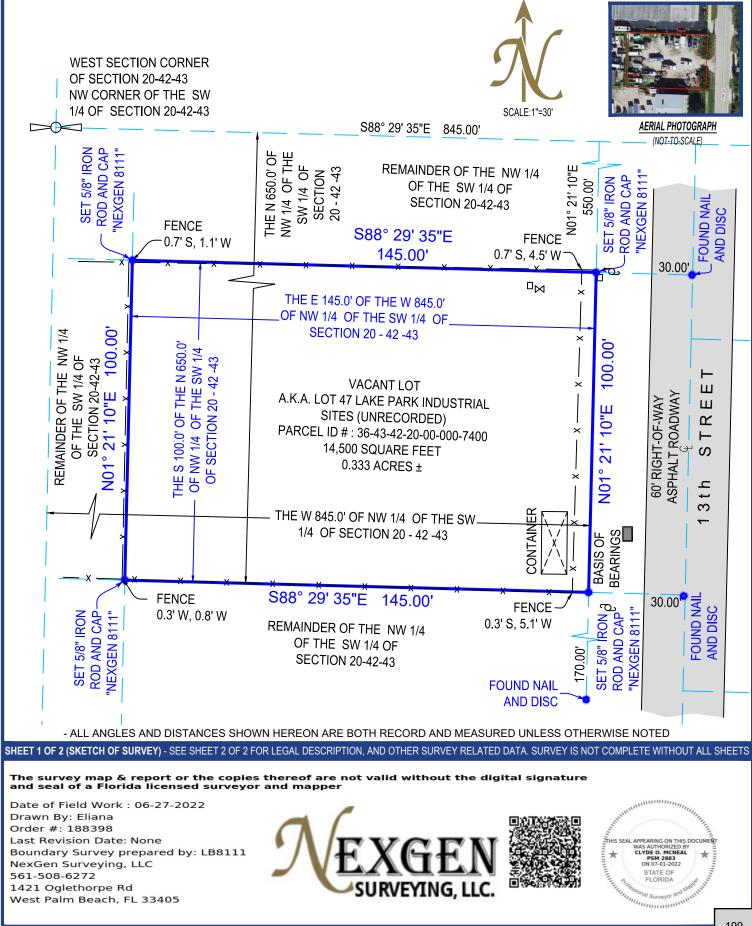
QB:jb

ec: Nadia Di Tommaso, Director of Community Development, Town of Lake Park Hanane Akif, P.E., Professional Engineer, Traffic Division Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2023\230610 - 830 13TH STREET.DOC

### XX 13TH STREET, LAKE PARK, FL 33403

Item 7.

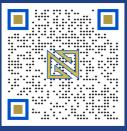


|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SHEET 2 OF 2 (CERTIFICATIONS) SEE SHEET 1 OF 2 FOR SKETCH OF SURV                                                                                                                                                                                                                                                                                                   | ΈΥ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| File #: SL-22-0297                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                     | Ord Item 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| LEGAL DESCRIPTION OF: XX A<br>A PARCEL OF LAND LYING IN SECTI<br>DESCRIBED AS FOLLOWS:<br>THE SOUTHERLY 100 FEET OF THE<br>NORTHWEST QUARTER OF THE SOU<br>BEACH COUNTY, FLORIDA.<br>A/K/A LOT 47 LAKE PARK INDUSTR<br>DEACH COUNTY, FLORIDA.<br>A/K/A LOT 47 LAKE PARK INDUSTR<br>DEACH COUNTY, FLORIDA.<br>A/K/A LOT 47 LAKE PARK INDUSTR<br>LIBERTY TITLE COMPANY OF<br>OLD REPUBLIC NATIONAL TIT<br>FLOOD ZONE:<br>12099C0387F<br>ZONE: X<br>EFF. 10/5/2017<br>SURVEY NOTES: | SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS<br><b>13TH STREET, LAKE PARK, FLORIDA, 33403</b><br>ION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA,<br>NORTHERLY 650 FEET OF THE EASTERLY 145 FEET OF THE WESTERLY 845 FEET OF<br>UTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM<br>IAL SITES, UNRECORDED.<br>F AMERICA, INC | Item 7.LEGEND $A/C$ -AIR CONDITIONER $WM$ -WATER METER $AL$ - ARC LENGTH $(C)$ -CALCULATED $(M)$ -MEASURED $P.O.B.$ -POINT OF BEGINNING $P.O.C.$ -POINT OF COMMENCEMENT&-AND $P.B.$ -PLAT BOOK $PG$ -PAGE $U.E.$ -UTILITY EASEMENT $D.E.$ -DRAINAGE EASEMENT $P.U.E.$ - PUBLIC UTILITY EASEMENT $L.A.E.$ - LIMITED ACCESS EASEMENT $L.A.E.$ - LAKE MAINTENANCE EASEMENT $R. RADIUS$ (R) $(R)$ - RECORD $O.R.B.$ - OFFICIAL RECORDS BOOK $Sq.Ft.$ - SQUARE FEET $Ac.$ - ACRES $DB$ - DEED BOOK $(D)$ - DEED $(P)$ - PLAT $EOW$ - EDGE OF WATER $TOB$ - TOP OF BANK $OHL$ - OVERHEAD LINE $C/O$ - CLEAN OUT $ELEV$ - ELEVATION $FF$ - FINISHED FLOOR $LS$ - LICENSED SURVEYOR $LB$ - LICENSED BUSINESS $PSM$ - PROFESSIONAL SURVEYOR & MAPPER $-x$ - FENCE                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                     | PSM -PROFESSIONAL SURVEYOR & MAPPER<br>*FENCE<br># -NUMBER<br>+ -PLUS OR MINUS<br>- ASPHALT<br>- CONCRETE<br>- PAVER/BRINCK<br>- WOOD<br>- LIGHT POLE<br>- WELL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                     | Image: Water Valve       Image: Center Line       Image: C |

#### GENERAL NOTES:

1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED. 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE. 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIPTO THE MONUMENTED BOUNDARY LINES. 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS -DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS. 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN. 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (NG.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (NA.V.D. 1988). 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE. 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

LB 8111 info@NexGenSurveying.com



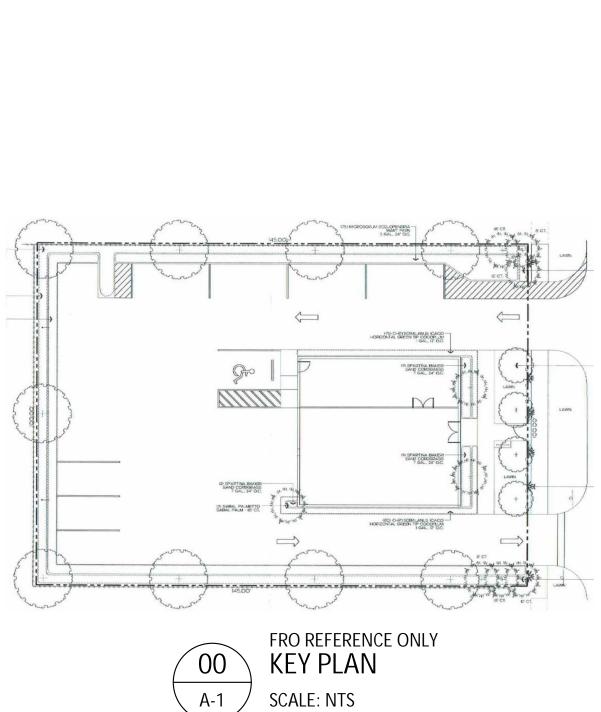
#### 561-508-6272

APPEAR ON DRAWING.

1421 Oglethorpe Rd West Palm Beach FL 33405

|                                             |                                          | ZONE 1                                 |                                                       |                                                 | ZONE 2                                              |                                                                |                                                        |
|---------------------------------------------|------------------------------------------|----------------------------------------|-------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
|                                             |                                          | ZONE 3                                 |                                                       |                                                 | ZONE 4                                              |                                                                |                                                        |
|                                             |                                          |                                        |                                                       |                                                 |                                                     |                                                                |                                                        |
| ROC<br>RO                                   | OF<br>ROOF<br>AREA                       | DRAI<br>TOTAL<br>GPM                   | NAG                                                   | E CA                                            | GUTTER<br>CAPACITY                                  | LTION<br>DOWNSPOUT<br>SIZE                                     | DOWNSPOUT<br>CAPACITY                                  |
| RO                                          | OF                                       | DRAI                                   |                                                       | GUTTER                                          | GUTTER                                              | DOWNSPOUT                                                      | DOWNSPOUT                                              |
| RO<br>ITEM<br>ZONE 01                       | OF<br>ROOF<br>AREA<br>(SF)<br>539        | DRAI<br>TOTAL<br>GPM<br>REQUIRED<br>26 | SLOPE<br>1/8" / 1'-0"                                 | GUTTER<br>SIZE<br>5 "X 5"                       | GUTTER<br>CAPACITY                                  | DOWNSPOUT<br>SIZE<br>3" RWL DS-1                               | DOWNSPOUT<br>CAPACITY<br>(GPM)<br>92                   |
| RO<br>ITEM<br>ZONE 01<br>ZONE 02            | OF<br>ROOF<br>AREA<br>(SF)<br>539<br>539 | DRAI<br>GPM<br>REQUIRED                | SLOPE<br>1/8" / 1'-0"<br>1/8" / 1'-0"                 | GUTTER<br>SIZE<br>5 "X 5"<br>5 "X 5"            | GUTTER<br>CAPACITY<br>(GPM)                         | DOWNSPOUT<br>SIZE<br>3" RWL DS-1<br>3" RWL DS-2                | DOWNSPOUT<br>CAPACITY<br>(GPM)<br>92<br>92             |
| RO<br>ITEM<br>ZONE 01<br>ZONE 02<br>ZONE 03 | OF<br>ROOF<br>AREA<br>(SF)<br>539        | DRAI<br>TOTAL<br>GPM<br>REQUIRED<br>26 | SLOPE<br>1/8" / 1'-0"<br>1/8" / 1'-0"<br>1/8" / 1'-0" | GUTTER<br>SIZE<br>5 "X 5"<br>5 "X 5"<br>5 "X 5" | GUTTER<br>CAPACITY<br>(GPM)<br>74<br>74<br>74<br>74 | DOWNSPOUT<br>SIZE<br>3" RWL DS-1<br>3" RWL DS-2<br>3" RWL DS-3 | DOWNSPOUT<br>CAPACITY<br>(GPM)<br>92<br>92<br>92<br>92 |
| RO<br>ITEM<br>ZONE 01<br>ZONE 02            | OF<br>ROOF<br>AREA<br>(SF)<br>539<br>539 | DRAI<br>GPM<br>REQUIRED                | SLOPE<br>1/8" / 1'-0"<br>1/8" / 1'-0"                 | GUTTER<br>SIZE<br>5 "X 5"<br>5 "X 5"<br>5 "X 5" | GUTTER<br>CAPACITY<br>(GPM)<br>74<br>74             | DOWNSPOUT<br>SIZE<br>3" RWL DS-1<br>3" RWL DS-2                | DOWNSPOUT<br>CAPACITY<br>(GPM)<br>92<br>92             |

\_\_\_\_\_

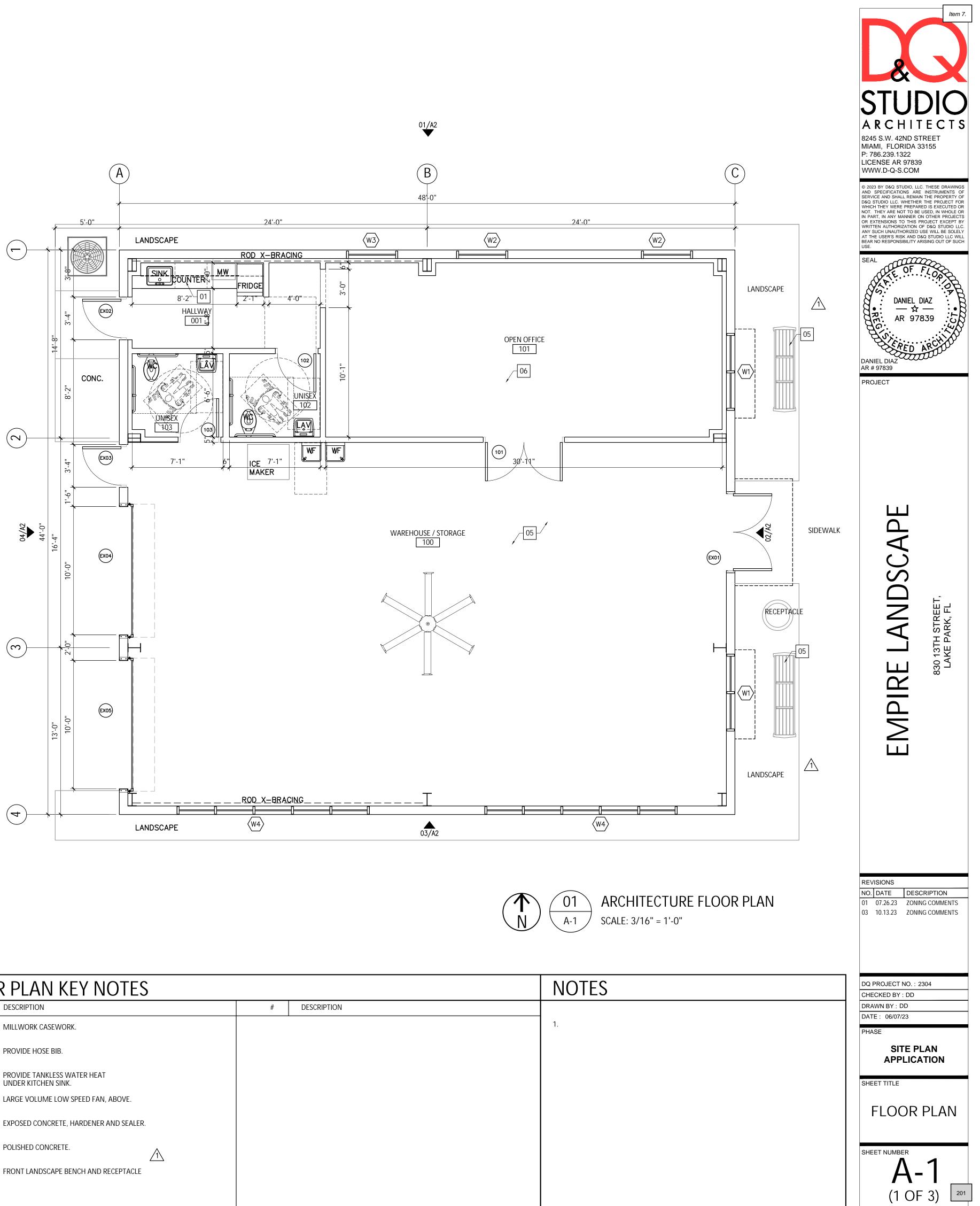


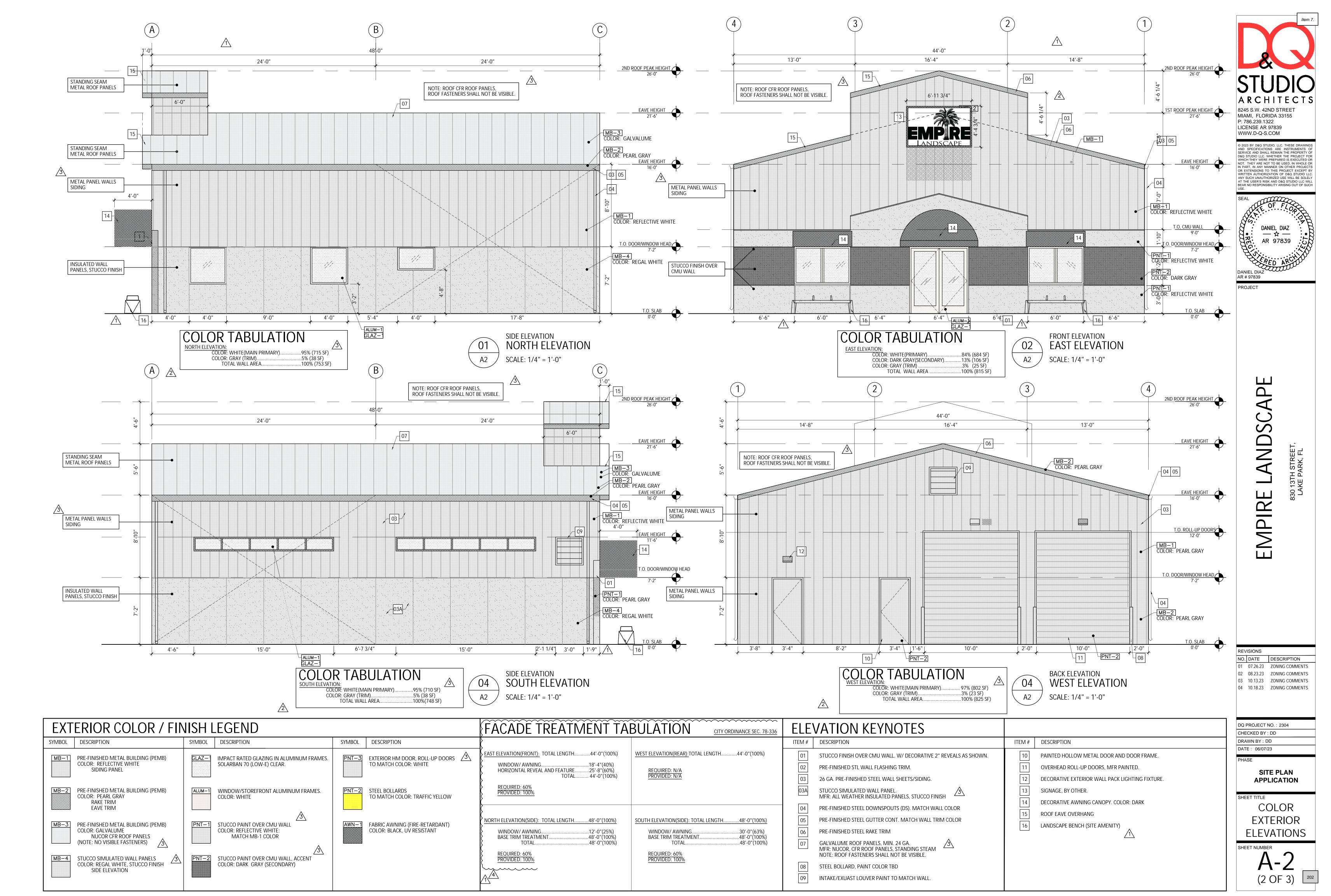


| AREA TABULATION BREAKL                                                      | DOWN            |
|-----------------------------------------------------------------------------|-----------------|
| PRE-ENGINEERING METAL BUILDING                                              |                 |
| BUSINESS AREA:                                                              | 720 GSF         |
| STORAGE/WAREHOUSE AREA:                                                     | 1,392 GSF       |
|                                                                             |                 |
|                                                                             |                 |
|                                                                             |                 |
| TOTAL BUILDING AREA:                                                        | 2,112 GSF       |
| NOTE:                                                                       |                 |
| 1. INFORMATION PROVIDED FOR SITE PLAN APPLICATION REVIEW ONLY CONSTRUCTION. | . NOT FOR       |
| 2. ARCHITECT SHALL PROVIDE LIFE SAFETY SUMMARY FOR AHJ REVIEW PERMITTING.   | DURING BUILDING |
| 3. GC SHALL PROVIDE PRE-ENGINEERING BUILDING ENGINEERING DWG<br>SUBMITTAL.  | S WITH PERMIT   |
| 4. FIRE ALARM AND FIRE SPRINKLER NOT REQUIRED.                              |                 |
|                                                                             |                 |

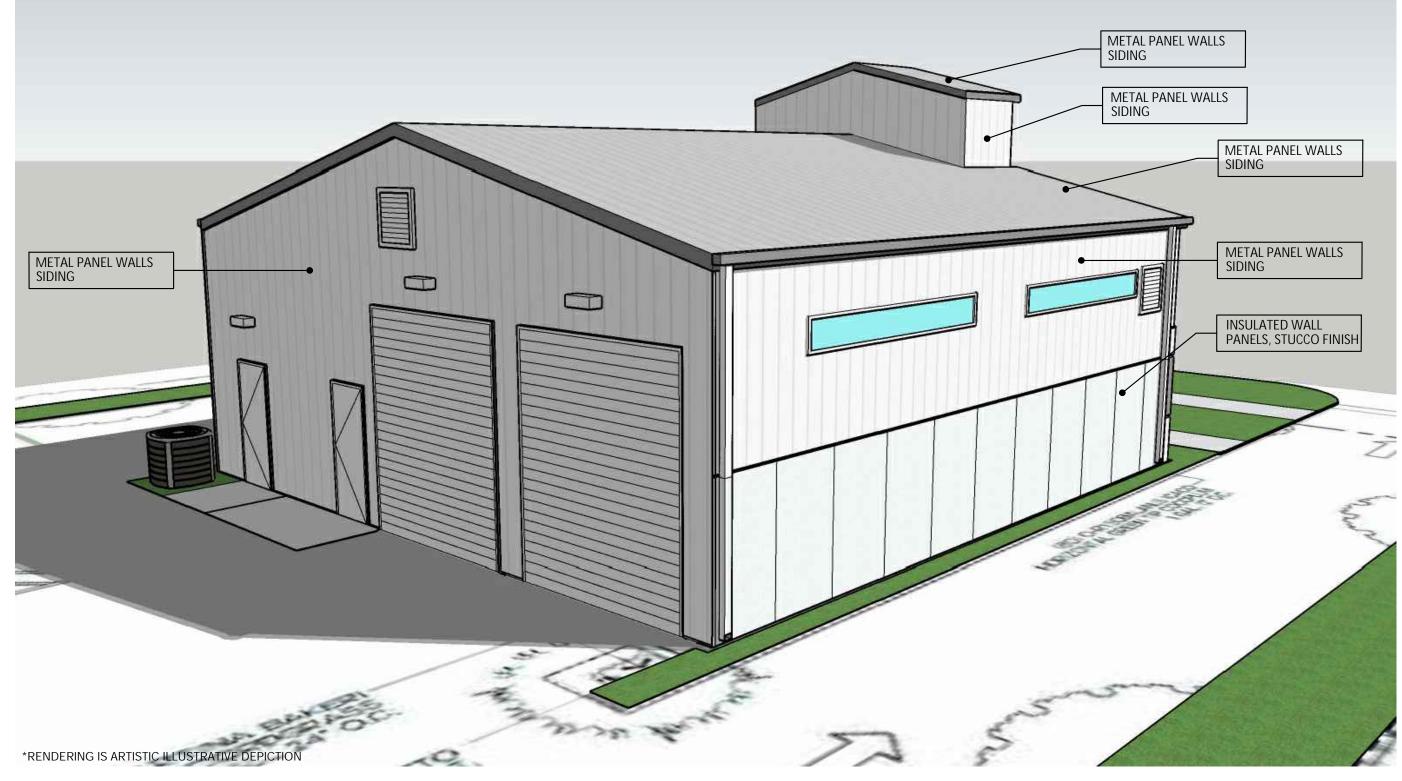
| FLOOR PLAN LEGEND                                                                            |                                                                                         |                                                                                            | FLOOR PLAN KEY NOT                                    | ES            |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------|
| SYMBOL DESCRIPTION                                                                           | SYMBOL DESCRIPTION                                                                      | SYMBOL DESCRIPTION                                                                         | # DESCRIPTION                                         | # DESCRIPTION |
| ROOM - ROOM NAME                                                                             | <u>PARTITION TYPE KEY</u><br>WALL, PARTITION OR CHASE TYPE                              | WALL LEGEND<br><u>CMU EXTERIOR WALL:</u>                                                   | 01 MILLWORK CASEWORK.                                 |               |
|                                                                                              | DETAIL NUMBER<br>STUD OR MASONRY THICKNESS,                                             | 8" CONCRETE MASONRY UNIT(R-3 MIN.)<br>WITH SMOOTH STUCCO FINISH ON EXTERIOR.               | 02 PROVIDE HOSE BIB.                                  |               |
| XX/XXX<br>SHEET NO.<br>SECTION NO.                                                           | WX-X-S     IF DIFFERENT THAN INDICATED IN DETAIL       I     IF WALL TYPE FOLLOWED WITH | PEMB WALL ASSEMBLY, WAREHOUSE:<br>SLIDING OVER 8" GIRTS W/<br>INSULATION (R-19 MIN.)       | 03 PROVIDE TANKLESS WATER HEAT<br>UNDER KITCHEN SINK. |               |
| DOOR KEY                                                                                     | AN 'S', WALL IS TO BE<br>PROVIDED WITH INSULATION AS<br>INDICATED IN DETAIL             | PEMB WALL ASSEMBLY, OFFICE:         SLIDING OVER 8" GIRTS W/                               | 04 LARGE VOLUME LOW SPEED FAN, ABOVE                  | E.            |
| 00)- DOOR NUMBER<br>WINDOW TAG                                                               | WALL HOURLY FIRE RATING                                                                 | INSULATION (R-19 MIN.) PROVIDE<br>MTL STUD PARTITION WITH                                  | 05 EXPOSED CONCRETE, HARDENER AND SE                  | EALER.        |
| WINDOW NO.                                                                                   | ELEVATIONS KEY<br>ELEVATION NUMBER                                                      | INSULATION(R-13 MIN.)                                                                      | 06 POLISHED CONCRETE.                                 | $\triangle$   |
| #     DETAIL KEY       DETAIL NUMBER     SHEET NUMBER       SHEET NUMBER     AREA OF CONCERN | 01/A1.1 SHEET NUMBER                                                                    | (1) LAYER 5/8" TYPE-X GYPSUM<br>WALLBOARD FASTENED TO BOTH<br>SIDES OF MTL STUD PARTITION. | 07 FRONT LANDSCAPE BENCH AND RECEPTA                  | ACLE          |

# 

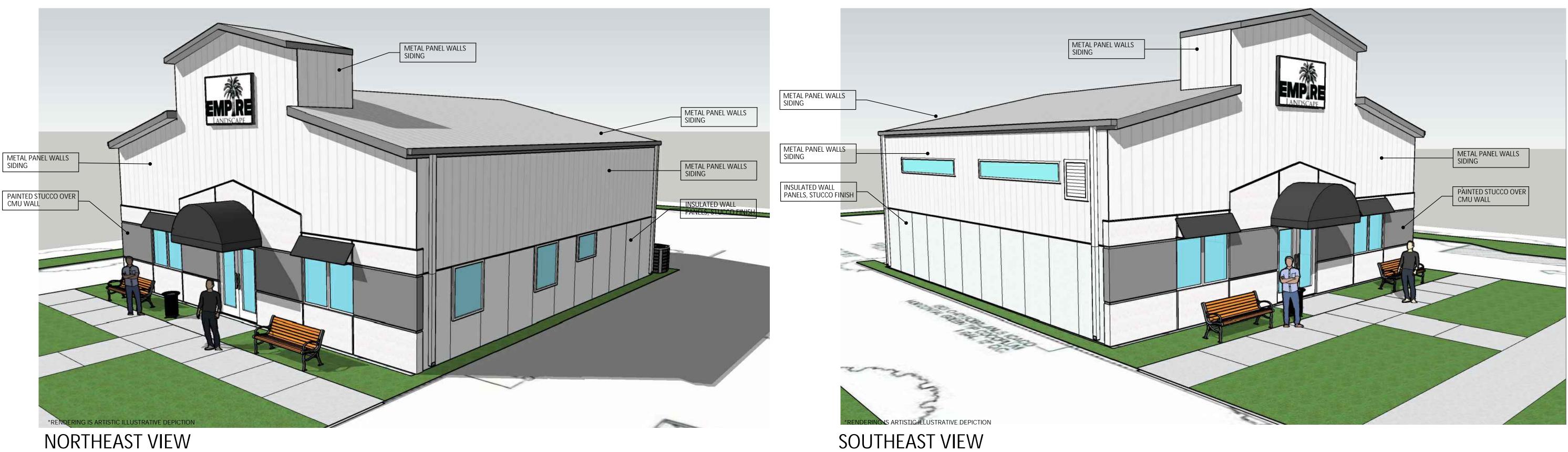




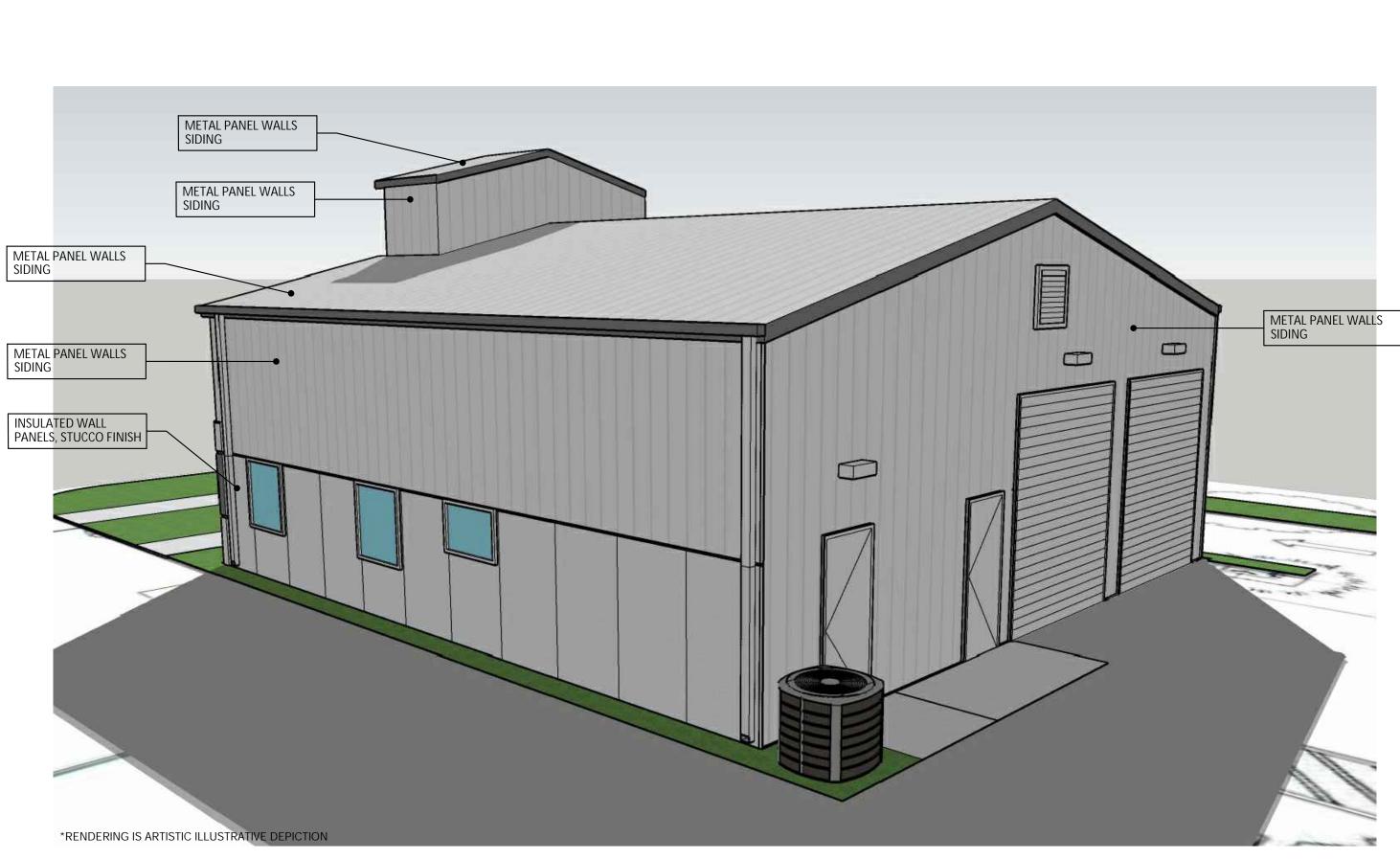
# SOUTHWEST VIEW







# NORTHWEST VIEW





# ∫cope of Work

Proposed 44' x 48' (2,112  $\int$ F) Prefabricated Metal Building

- 720∫F office
- 1,392 / F Warehouse



# Pre-Engineered Metal Building 830 13th / treet Lake Park

FLORIDA

# ∫heet Index

Cover Sheet L1.0 - Existing Conditions L2.0 - Site Plan L3.0 - Landscape Plan L3.1 - Landscape Details L4.0 - Irrigation Plan Architectural Plans & Elevations Survey

# Design Team/Consultants

### Landscape Architects

ENVIRONMENT DESIGN GROUP 139 NORTH COUNTY ROAD SUITE 20B PALM BEACH, FL 33480 561.832.4600 WWW.ENVIRONMENTDESIGNGROUP.COM

### Building Engineers

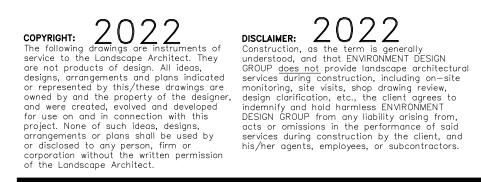
CLEAR SPAN STRUCTURES, LLC 2000 AVENUE P, SUITE 5 RIVIERA BEACH, FL 33404 ltem 7.



Aerial View



∫treet View



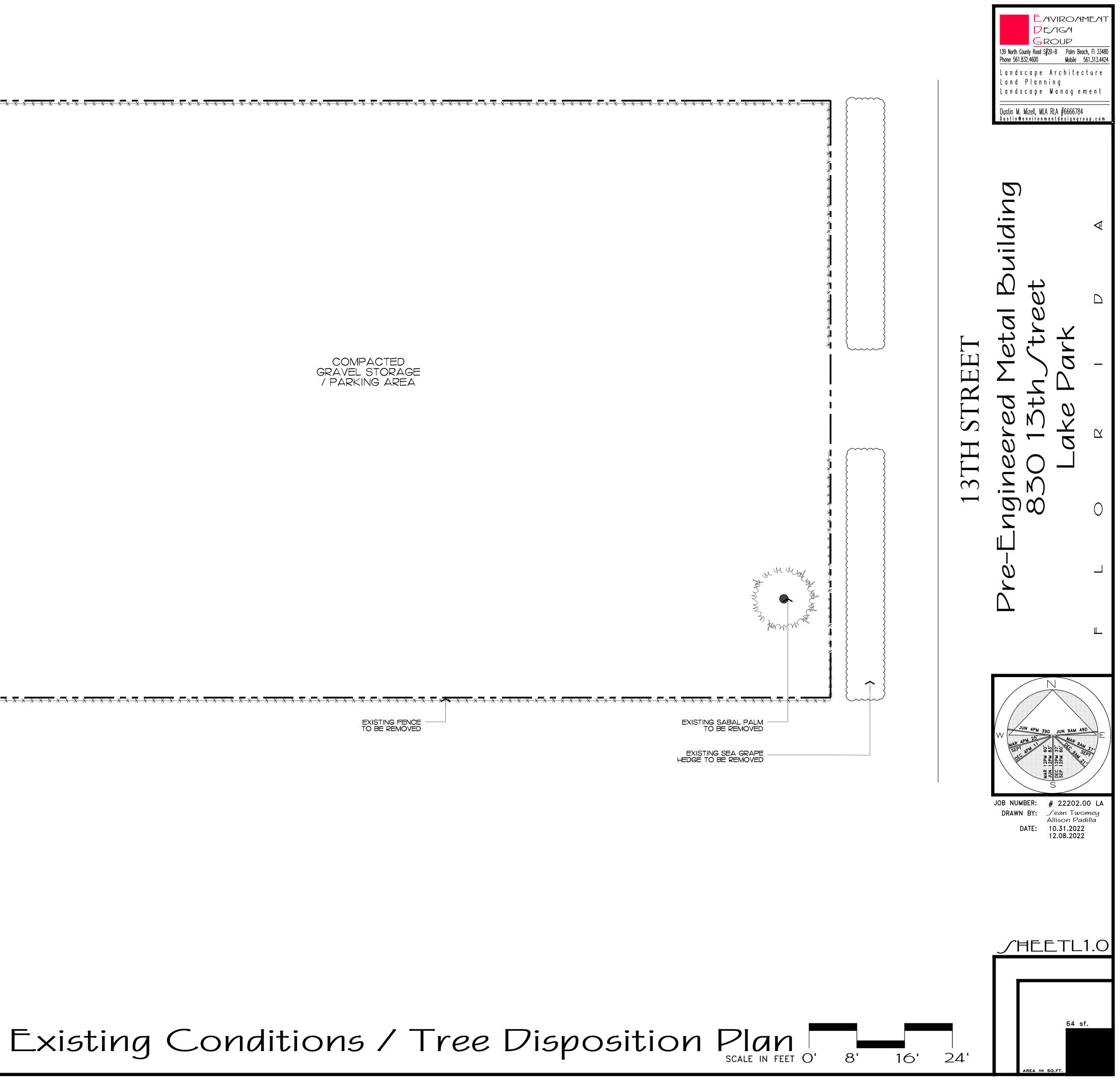


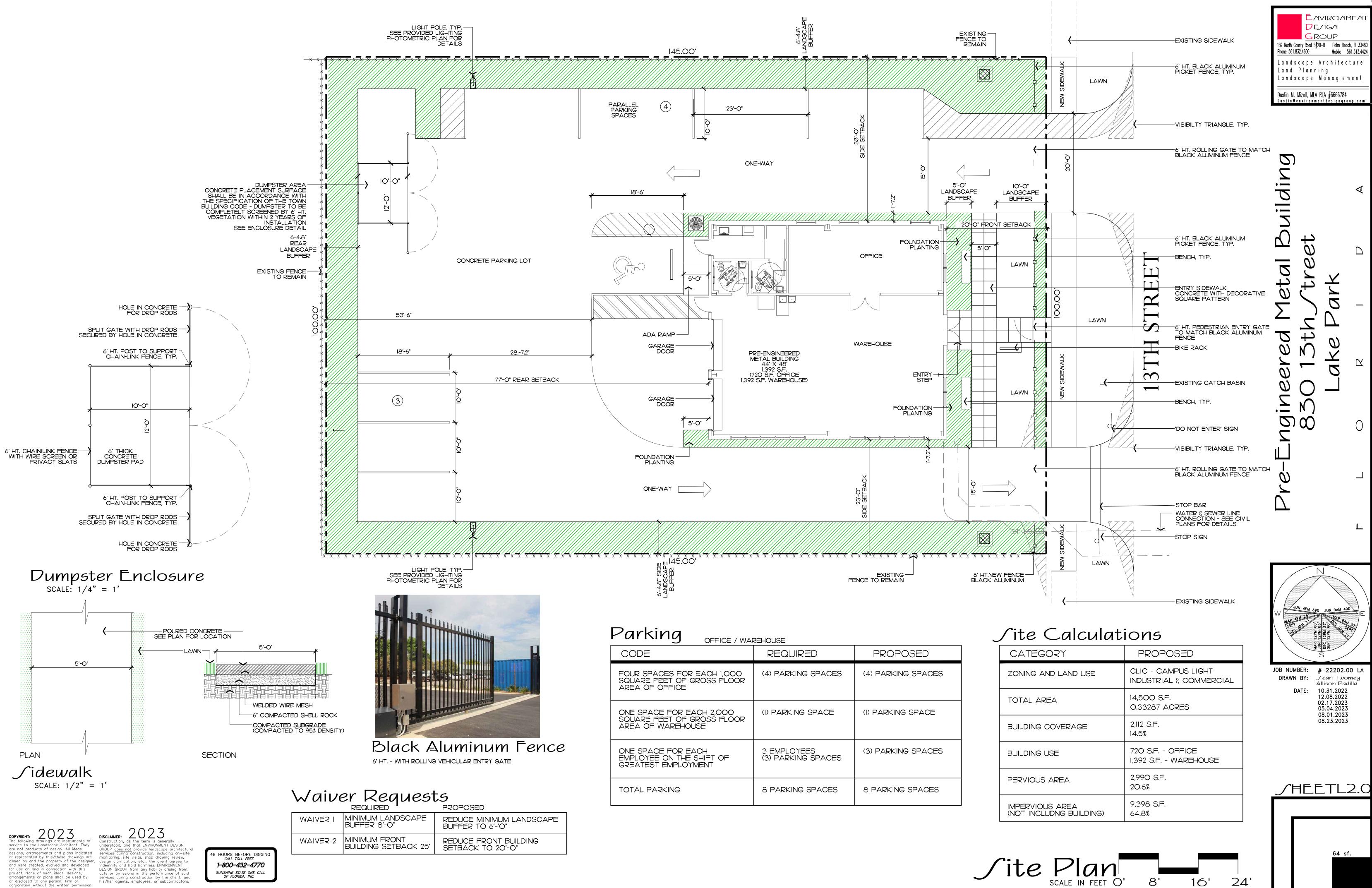
48 HOURS BEFORE DIGGING CALL TOLL FREE 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Existing Conditions / Tree Disposition Plan \_\_\_\_\_\_\_

EXISTING FENCE -TO BE REMOVED

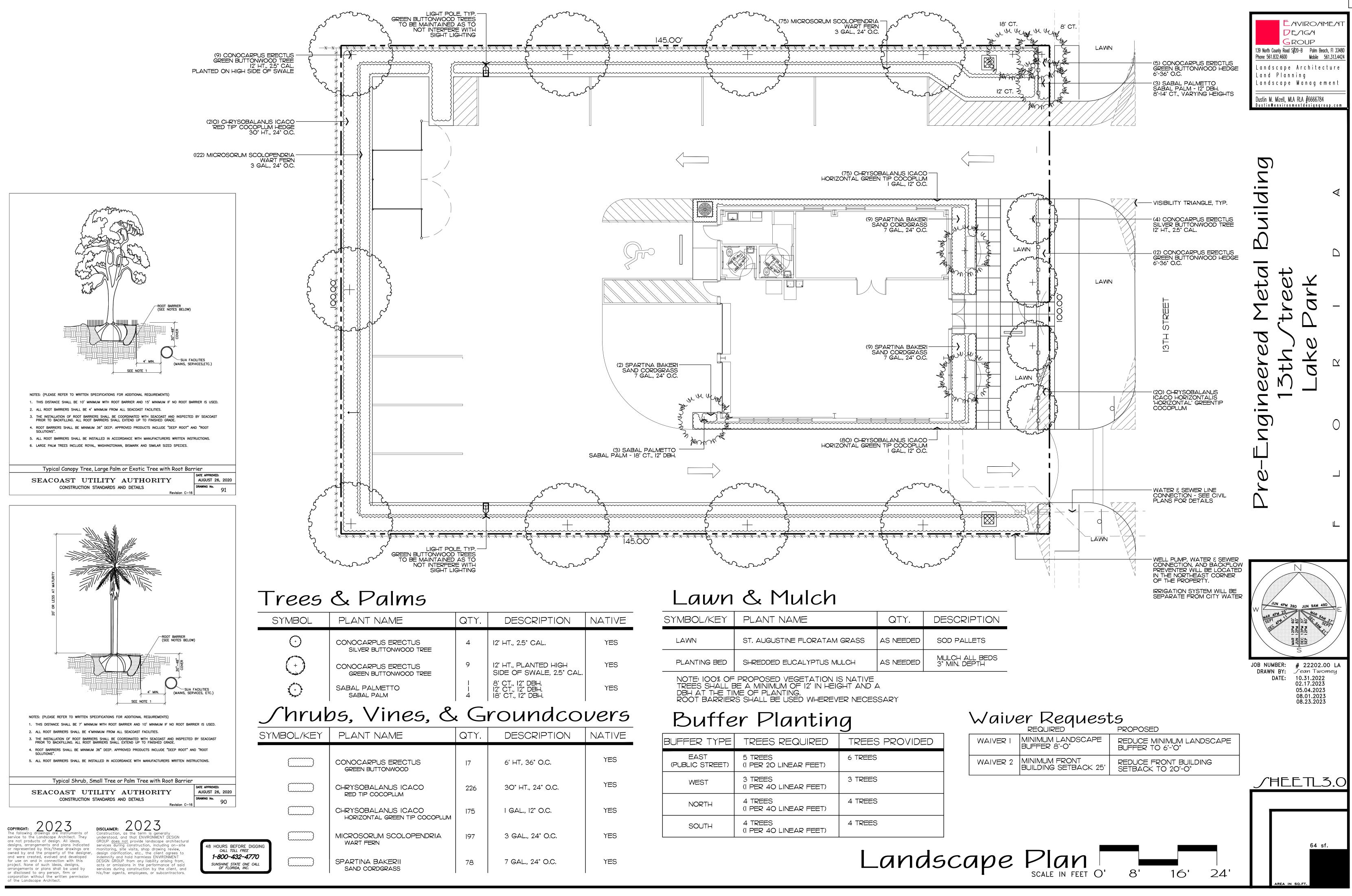
COMPACTED GRAVEL STORAGE / PARKING AREA





of the Landscape Architect.



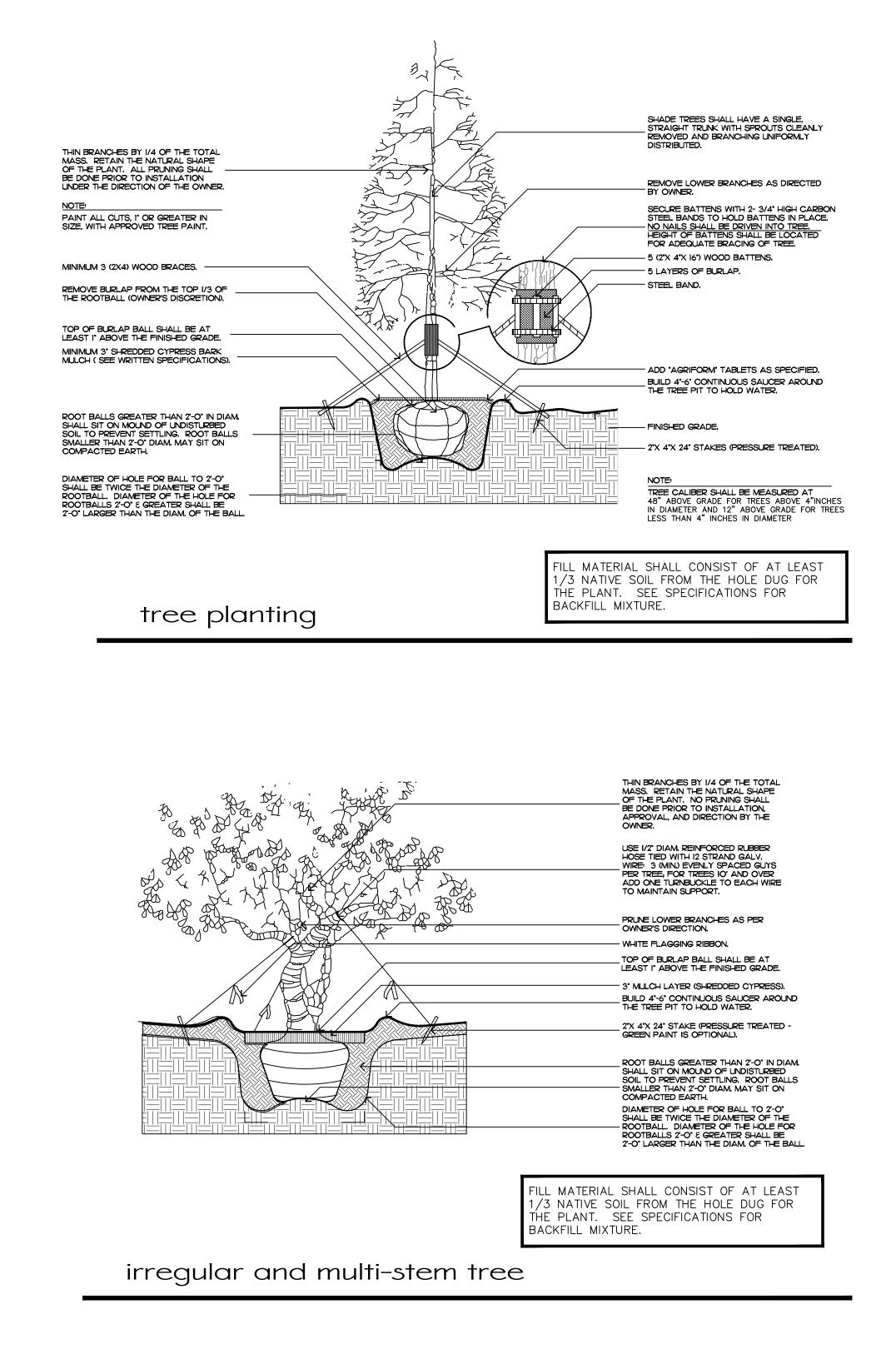


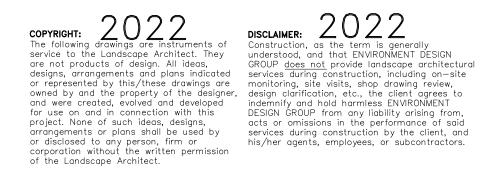
| STMBOL/KET   | PLANT NAME                   | QIY.      | DESC            |
|--------------|------------------------------|-----------|-----------------|
| LAWN         | ST. AUGUSTINE FLORATAM GRASS | AS NEEDED | SOD F           |
| PLANTING BED | SHREDDED EUCALYPTUS MULCH    | AS NEEDED | MULCH<br>3" MIN |

| BUFFER TYPE             | TREES REQUIRED                    | TREES PROVIDED |
|-------------------------|-----------------------------------|----------------|
| EAST<br>(PUBLIC STREET) | 5 TREES<br>(I PER 20 LINEAR FEET) | 6 TREES        |
| WEST                    | 3 TREES<br>(I PER 40 LINEAR FEET) | 3 TREES        |
| NORTH                   | 4 TREES<br>(1 PER 40 LINEAR FEET) | 4 TREES        |
| SOUTH                   | 4 TREES<br>(1 PER 40 LINEAR FEET) | 4 TREES        |

| QTY.       | DESCRIPTION                                                | NATIVE |
|------------|------------------------------------------------------------|--------|
| 4          | 12' HT., 2.5" CAL.                                         | YES    |
| 9          | 12' HT., PLANTED HIGH<br>SIDE OF SWALE, 2.5" CAL.          | YES    |
| <br> <br>4 | 8' CT., 12" DBH.<br>12' CT., 12" DBH.<br>18' CT., 12" DBH. | YES    |
| $\sim$     | •                                                          |        |

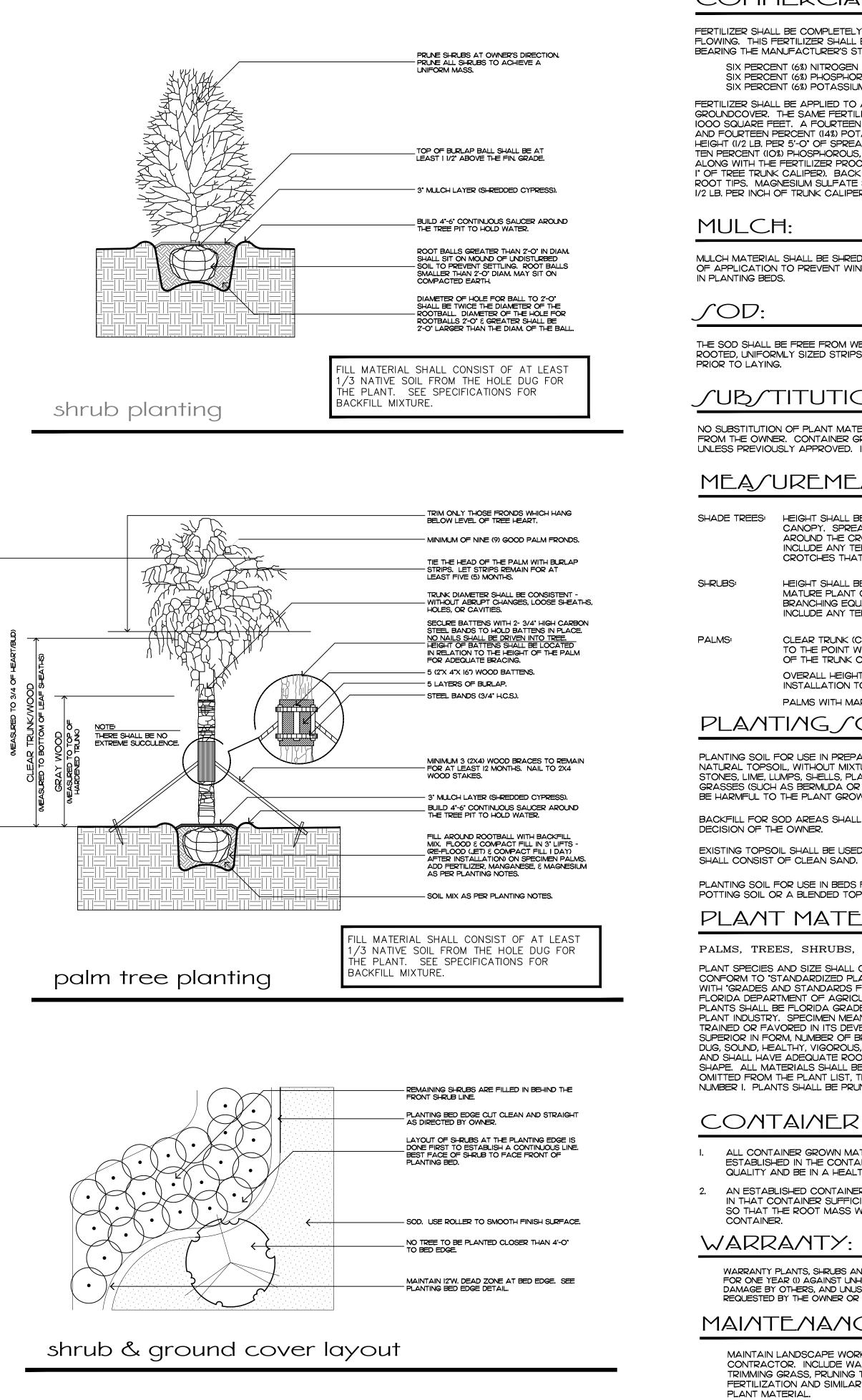
| QTY. | DESCRIPTION       | NATIVE |
|------|-------------------|--------|
| 17   | 6' HT, 36" O.C.   | YES    |
| 226  | 30" HT., 24" O.C. | YES    |
| 175  | I GAL., 12" O.C.  | YES    |
| 197  | 3 GAL., 24" O.C.  | YES    |
| 78   | 7 GAL., 24" O.C.  | YES    |





48 HOURS BEFORE DIGGING CALL TOLL FREE 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

# PLANT MATERIAL. Planting Details & Specifications



# Planting Notes

COMMERCIAL FERTILIZER:

FERTILIZER SHALL BE COMPLETELY ORGANIC, IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS:

SIX PERCENT (6%) PHOSPHOROUS SIX PERCENT (6%) POTASSIUM

FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB. PER 3 GAL. POT, 1/4 LB. PER 1 GAL. POT) AND GROUNDCOVER. THE SAME FERTILIZER MIXTURE SHALL BE USED ON SOD AT A RATE OF 15 LBS. PER 1000 SQUARE FEET. A FOURTEEN PERCENT (14%) NITROGEN, FOURTEEN PERCENT (14%) PHOSPHOROUS AND FOURTEEN PERCENT (14%) POTASSIUM IS REQUIRED ON ALL TREES AND SHRUBS OVER 5'-O" IN HEIGHT (1/2 LB. PER 5'-O" OF SPREAD). AGRIFORM TABLETS WITH TWENTY PERCENT (20%) NITROGEN, TEN PERCENT (10%) PHOSPHOROUS, FIVE PERCENT (5%) POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (1 WITH 1 GAL. PLANTS, 2 WITH 3 GAL. PLANTS AND 2 TABLETS PER I" OF TREE TRUNK CALIPER). BACK FILL HALFWAY UP THE ROOT BALL. PLACE ABOUT ONE INCH (I") FROM ROOT TIPS. MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.

MULCH MATERIAL SHALL BE SHREDDED CYPRESS MULCH OR APPROVED EQUAL, MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT. MULCH SHALL BE APPLIED TO A MINIMUM 3" DEPTH

#### THE SOD SHALL BE FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASES OF ANY KIND, CLEAN, STRONGLY ROOTED, UNIFORMLY SIZED STRIPS, MACHINE STRIPPED NOT MORE THAN TWENTY-FOUR (24) HOURS

### JUB/TITUTION/:

NO SUBSTITUTION OF PLANT MATERIAL TYPES OR SIZES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER. CONTAINER GROWN MATERIAL WILL NOT BE ACCEPTED AS SUBSTITUTE FOR BEB MATERIAL UNLESS PREVIOUSLY APPROVED. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.

### MEA/UREMENT/:

- SHADE TREES: HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF THE BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
  - HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.
  - CLEAR TRUNK (C.T.) SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.
  - OVERALL HEIGHT (O.A.) SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.
  - PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

### PLANTING JOIL AND BACKFILL:

PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE AND NATURAL TOPSOIL, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LUMPS, SHELLS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, WEEDS, OR NOXIOUS GRASSES (SUCH AS BERMUDA OR NUT GRASS). IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO THE PLANT GROWTH.

BACKFILL FOR SOD AREAS SHALL BE SUBJECT TO LESSER STANDARDS AT THE DISCRETION AND

EXISTING TOPSOIL SHALL BE USED IN ALL PLANT MATERIAL PITS EXCEPT SABAL PALMS WHERE THE SOIL SHALL CONSIST OF CLEAN SAND.

PLANTING SOIL FOR USE IN BEDS FOR ANNUALS AND/OR PERENNIALS SHALL CONTAIN ONE-THIRD (1/3) POTTING SOIL OR A BLENDED TOPSOIL, TILL INTO TOP 10" - 12" OF SOIL WITH A TIME-RELEASE FERTILIZER.

### PLANT MATERIAL /:

PALMS, TREES, SHRUBS, GROUNDCOVERS AND VINES

PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO "STANDARDIZED PLANT NAMES", 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II", LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. UNLESS SPECIFIED OTHERWISE, ALL PLANTS SHALL BE FLORIDA GRADE NUMBER I OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER I. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

### CONTAINER GROWN / TOCK:

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE

### WARRANTY:

WARRANTY PLANTS, SHRUBS AND GROUNDCOVERS FOR A PERIOD OF NINETY (90) DAYS: TREES & PALMS FOR ONE YEAR (I) AGAINST UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS, AND UNUSUAL PHENOMENA BEYOND INSTALLER'S CONTROL. REPLACE AT TIME REQUESTED BY THE OWNER OR LANDSCAPE ARCHITECT.

### MAINTENANCE:

MAINTAIN LANDSCAPE WORK UNTIL THE LETTER OF SUBSTANTIAL COMPLETION BY THE GENERAL CONTRACTOR. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GOOD HEALTH FOR LIVE

AVIROAMEA 7E/IG/ ROUP 139 North County Road S#20-B Palm Beach, FI 3348 Phone 561.832.4600 Mobile 561.313.4424 Landscape Architecture Land Planning Landscape Management Dustin M. Mizell, MLA RLA #6666784 ustin@environmentdësigngroup.con  $\mathcal{O}$ Ζ • ----- ${\cal D}$ <

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JOB NUMBER: # 22202.00 LA

DRAWN BY: Dustin Mizell DATE: 10.31.2022

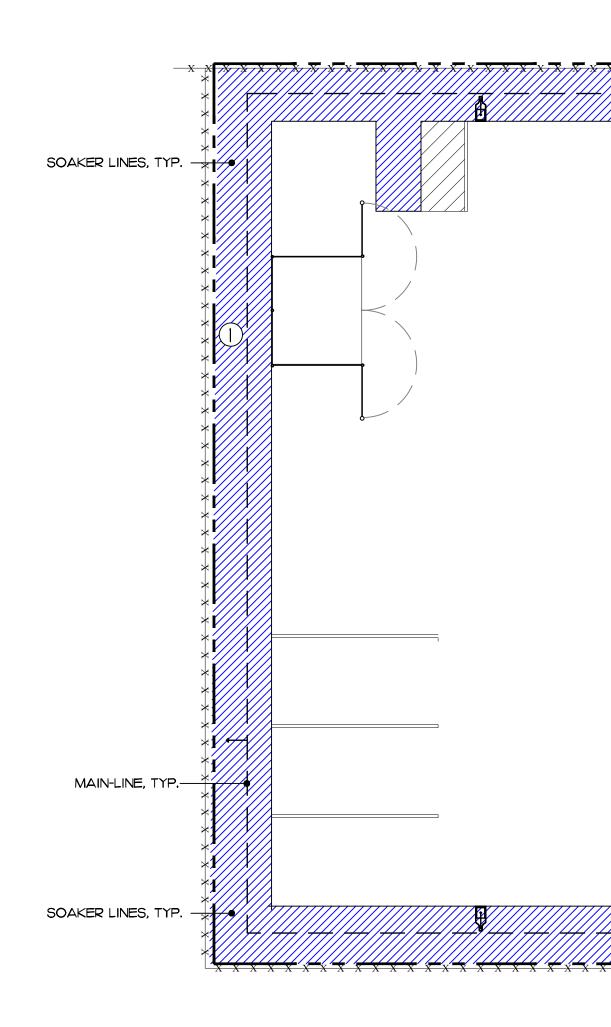
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# Irrigation Legend

### ----- PVC MAIN LINE

CONTRACTOR TO SIZE ACCORDINGLY ----- PVC SECONDARY LINE

CONTRACTOR TO SIZE ACCORDINGLY

\_\_\_\_\_ SLEEVE SIZE 2 TIMES PIPE SIZE.

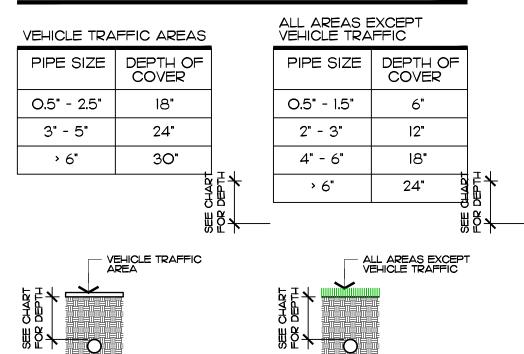
IRRIGATION HEAD TYPE AND LOCATION. G 🔴

 $(\mathbf{I})$ ZONE NUMBER

ELECTRIC VALVE (SIZE TBD) 

NOTE: CONTRACTOR TO CONFIRM LOCATION OF WATER SOURCE AND WATER PRESSURE AVAILABLE. IF ZONES NEED TO BE ADJUSTED, BASED ON AVAILABLE WATER PRESSURE, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL

# Pipe Installation



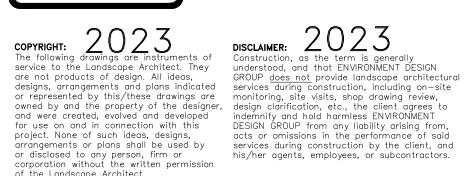
DETAIL

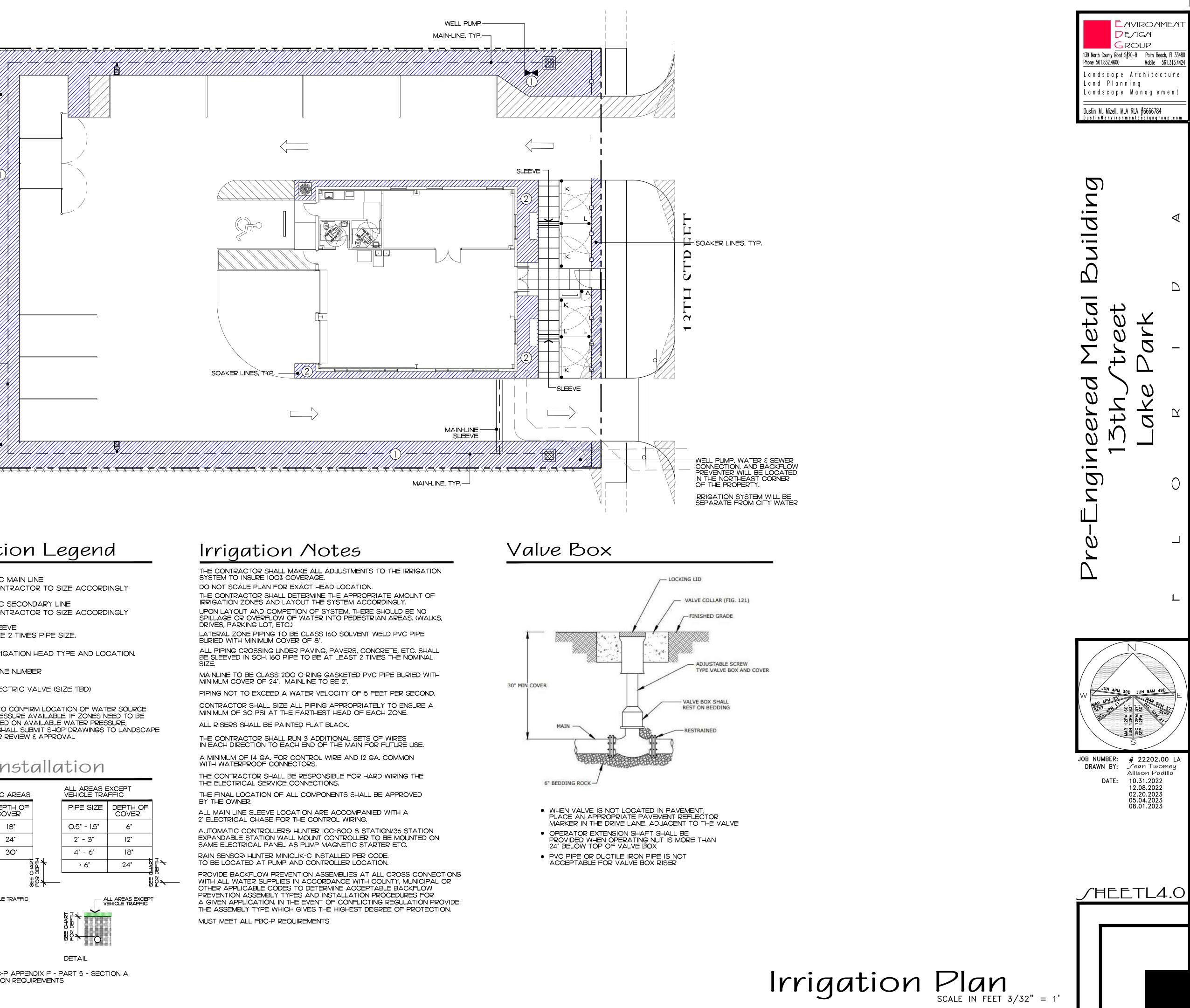
DETAIL

NOTE: MEET FBC-P APPENDIX F - PART 5 - SECTION A PIPE INSTALLATION REQUIREMENTS



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THE CONTRACTOR SHALL MAKE ALL ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100% COVERAGE.

THE CONTRACTOR SHALL DETERMINE THE APPROPRIATE AMOUNT OF IRRIGATION ZONES AND LAYOUT THE SYSTEM ACCORDINGLY. UPON LAYOUT AND COMPETION OF SYSTEM, THERE SHOULD BE NO

LATERAL ZONE PIPING TO BE CLASS 160 SOLVENT WELD PVC PIPE BURIED WITH MINIMUM COVER OF 8".

BE SLEEVED IN SCH. 160 PIPE TO BE AT LEAST 2 TIMES THE NOMINAL SIZE.

MINIMUM COVER OF 24". MAINLINE TO BE 2".

PIPING NOT TO EXCEED A WATER VELOCITY OF 5 FEET PER SECOND. CONTRACTOR SHALL SIZE ALL PIPING APPROPRIATELY TO ENSURE A MINIMUM OF 30 PSI AT THE FARTHEST HEAD OF EACH ZONE.

A MINIMUM OF 14 GA. FOR CONTROL WIRE AND 12 GA. COMMON WITH WATERPROOF CONNECTORS.

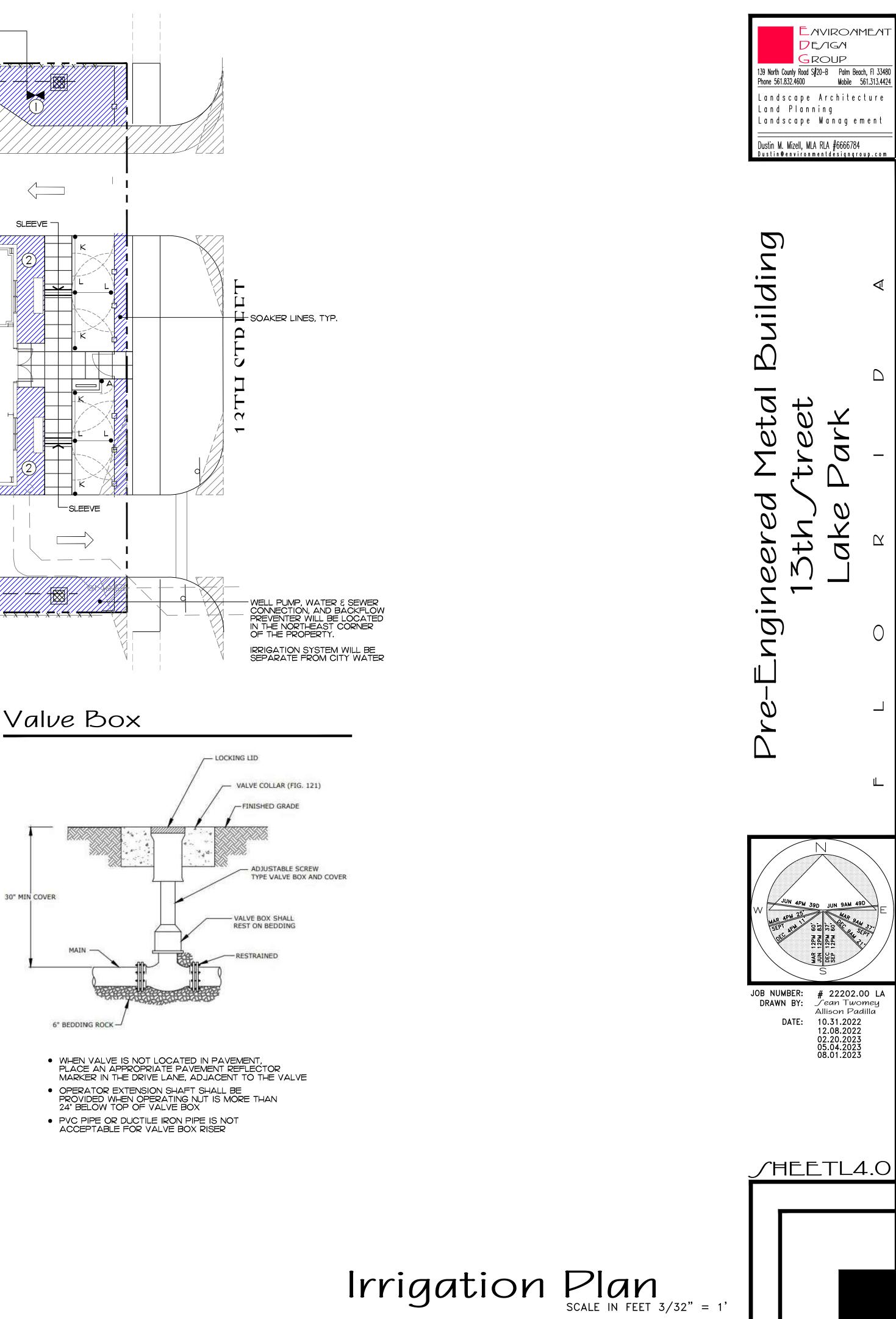
THE ELECTRICAL SERVICE CONNECTIONS.

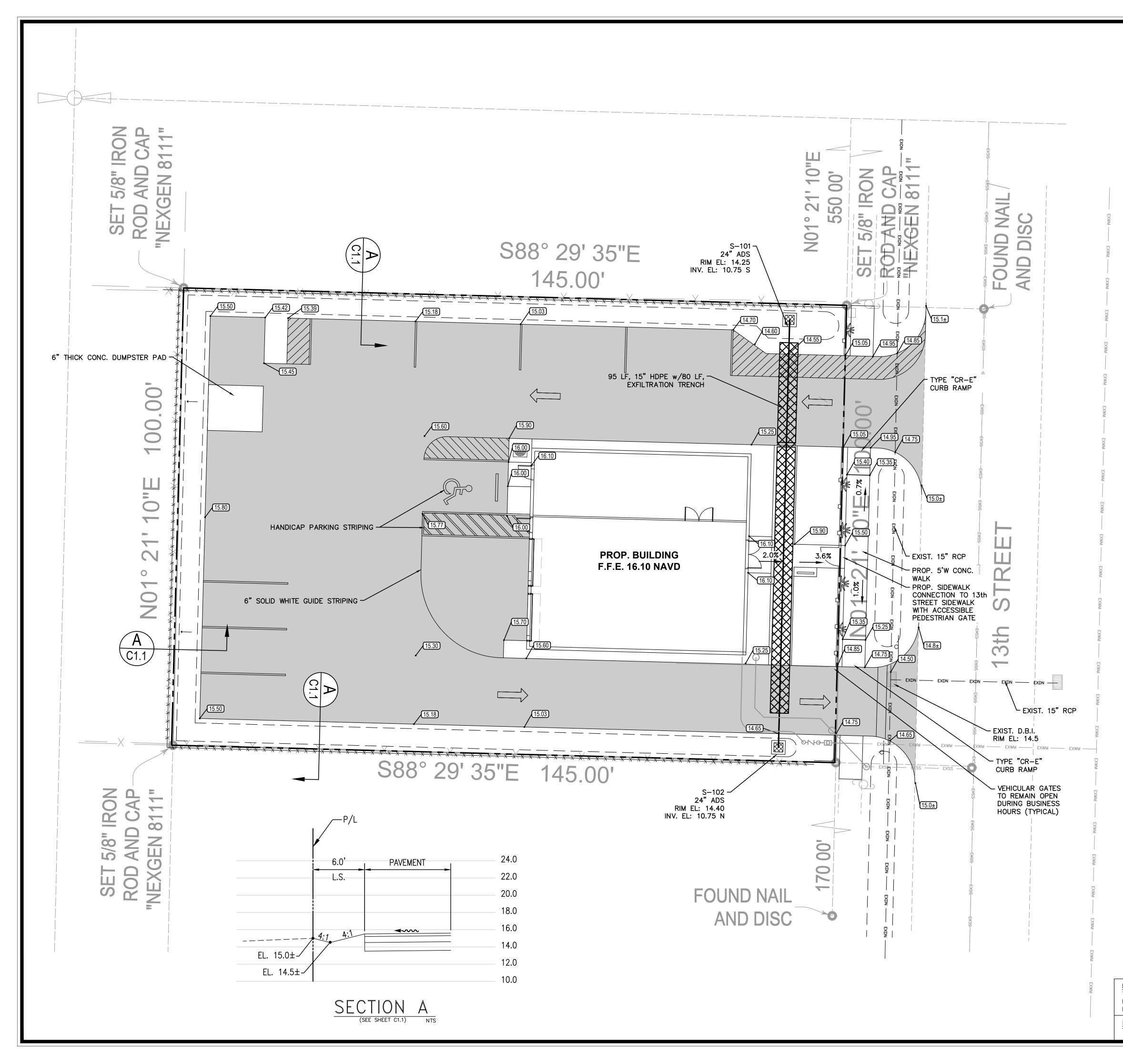
BY THE OWNER.

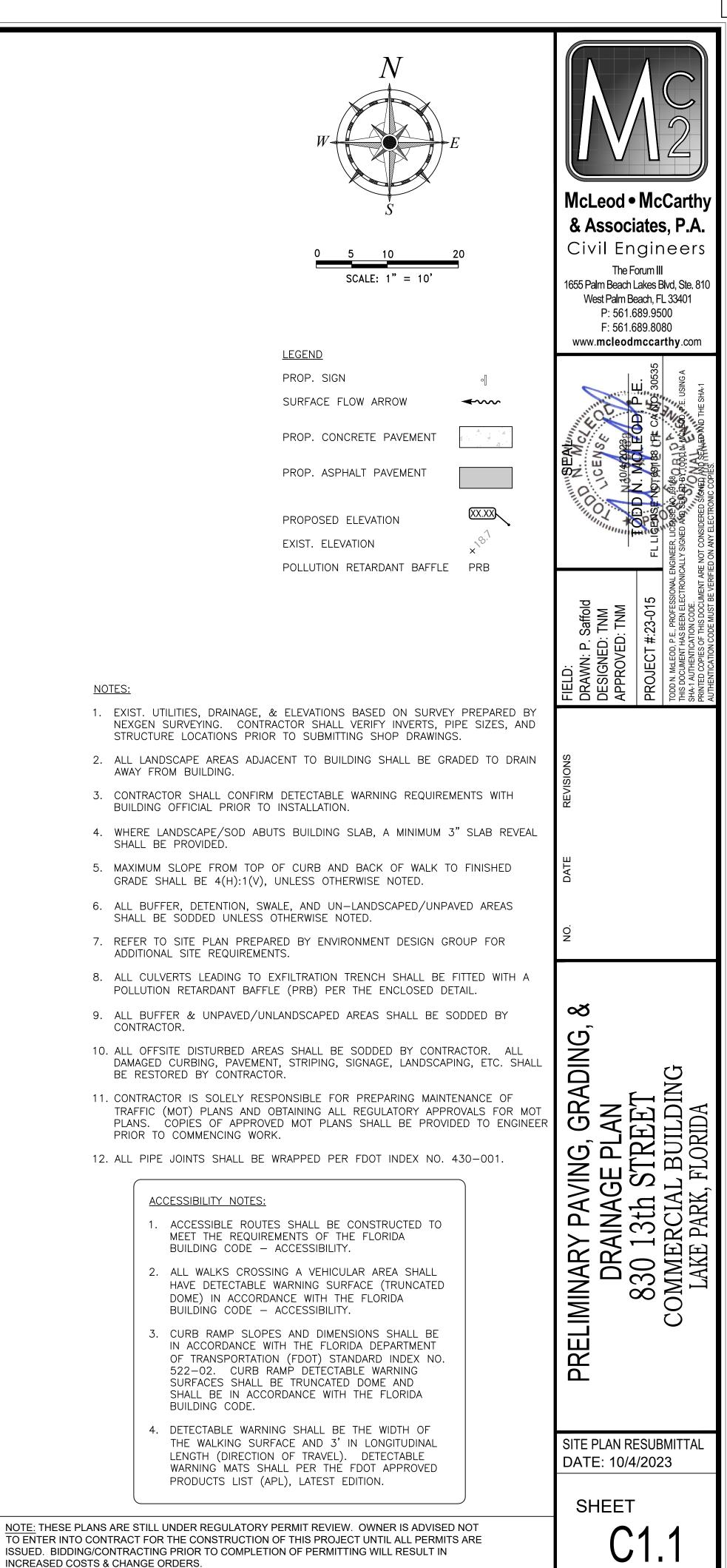
2" ELECTRICAL CHASE FOR THE CONTROL WIRING.

AUTOMATIC CONTROLLERS: HUNTER ICC-800 8 STATION/36 STATION EXPANDABLE STATION WALL MOUNT CONTROLLER TO BE MOUNTED ON SAME ELECTRICAL PANEL AS PUMP MAGNETIC STARTER ETC. RAIN SENSOR: HUNTER MINICLIK-C INSTALLED PER CODE.

WITH ALL WATER SUPPLIES IN ACCORDANCE WITH COUNTY, MUNICIPAL OR OTHER APPLICABLE CODES TO DETERMINE ACCEPTABLE BACKFLOW PREVENTION ASSEMBLY TYPES AND INSTALLATION PROCEDURES FOR A GIVEN APPLICATION. IN THE EVENT OF CONFLICTING REGULATION PROVIDE THE ASSEMBLY TYPE WHICH GIVES THE HIGHEST DEGREE OF PROTECTION.

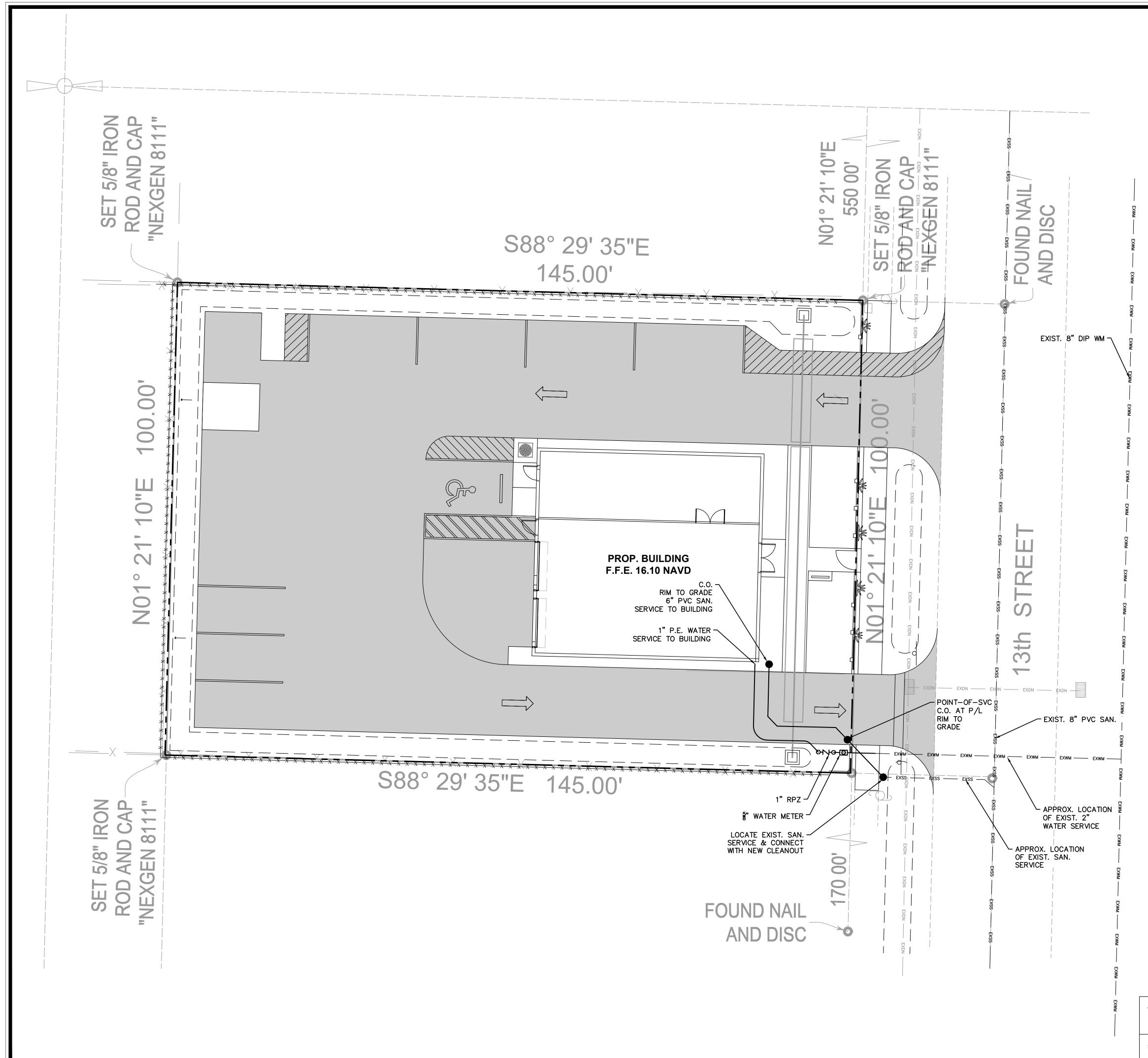


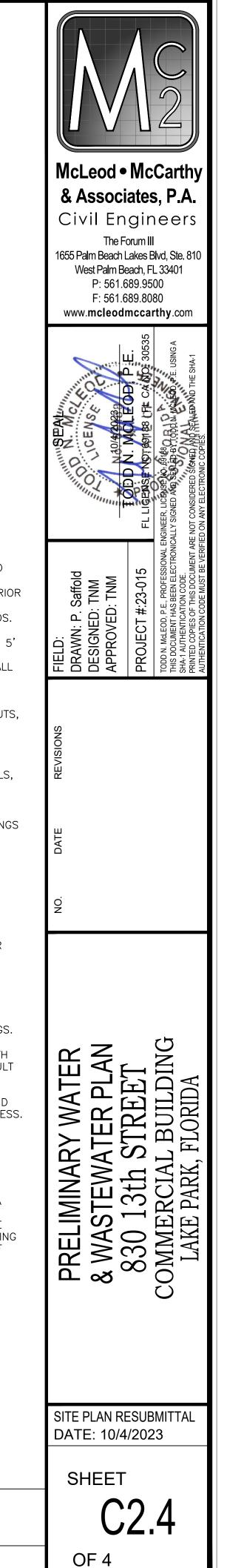




DATUM NOTE: ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). TO CONVERT TO NGVD 1929, ADD 1.53' TO NAVD ELEVATIONS.

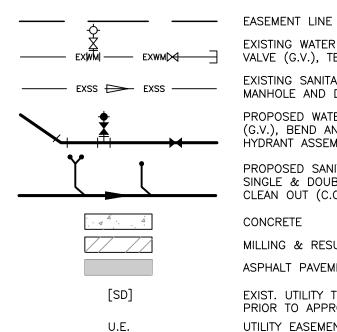
OF 4





SCALE: 1'' = 10'

<u>LEGEND</u>



VALVE (G.V.), TEE, F.H. AND PLUG EXISTING SANITARY SEWER MAIN, MANHOLE AND DIRECTION OF FLOW. PROPOSED WATER MAIN, GATE VALVE (G.V.), BEND AND TEE WITH FIRE HYDRANT ASSEMBLY. PROPOSED SANITARY SEWER MAIN, SINGLE & DOUBLE SEWER SERVICE CLEAN OUT (C.O.), MANHOLE AND CONCRETE MILLING & RESURFACING ASPHALT PAVEMENT

EXISTING WATER MAIN, GATE

EXIST. UTILITY TO BE VERIFIED BY SOFT DIGS PRIOR TO APPROVAL OF SHOP DRAWINGS UTILITY EASEMENT

- 1. PRIOR TO CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
- 2. M OF 12' FROM EDGE OF PAVEMENT, OR SHALL BE PROTECTED BY BOLLARDS. VALVES SHALL NOT BE PLACED IN CURBS.
- 4. ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5'
- FROM DRAINAGE STRUCTURES. 5. RECORD DRAWINGS MUST HAVE DATA FOR TAP AND METER LOCATIONS FOR ALL
- WATER MAIN SERVICES. 6. PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW SEACOAST UTILITY
- AUTHORITY CONSTRUCTION STANDARDS, LATEST EDITION. 7. CONTRACTOR SHALL ADJUST ALL EXISTING SANITARY MANHOLE RIMS, CLEANOUTS, AND VALVE BOXES TO NEW FINISHED GRADE AND SHALL POUR CONCRETE COLLARS AS REQUIRED BY SUA SPECIFICATIONS, PRIOR TO FINAL PAVING/CONCRETE.
- 8. CONTRÁCTOR SHALL LOCATE & PROTECT ALL EXIST. UTILITIES. 9. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS, SIZES, MATERIALS, AND DEPTHS VIA "SOFT DIGS", PRIOR TO SUBMITTING SHOP DRAWINGS.
- 10. CONTRACTOR IS SOLELY RESPONSIBLE FOR PREPARING MOT DRAWINGS AND OBTAINING ALL REQUIRED MOT APPROVALS.
- 11. WATER/SEWER SYMBOLS ARE REPRESENTATIVE OF THE CORRESPONDING FITTINGS ONLY. CONTRACTOR SHALL NOT ATTEMPT TO ATTEMPT TO CONSTRUCT WATER/SEWER SYSTEM BY SCALING THE SYMBOLS FORM THESE PLANS. ALL FITTINGS SHALL INSTEAD BE BUILT PER THE ENCLOSED DETAILS.

#### **RECORD DRAWING NOTES:**

1. RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.

2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION. 3. STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN THE SUA STANDARDS.

#### GENERAL WATER NOTES:

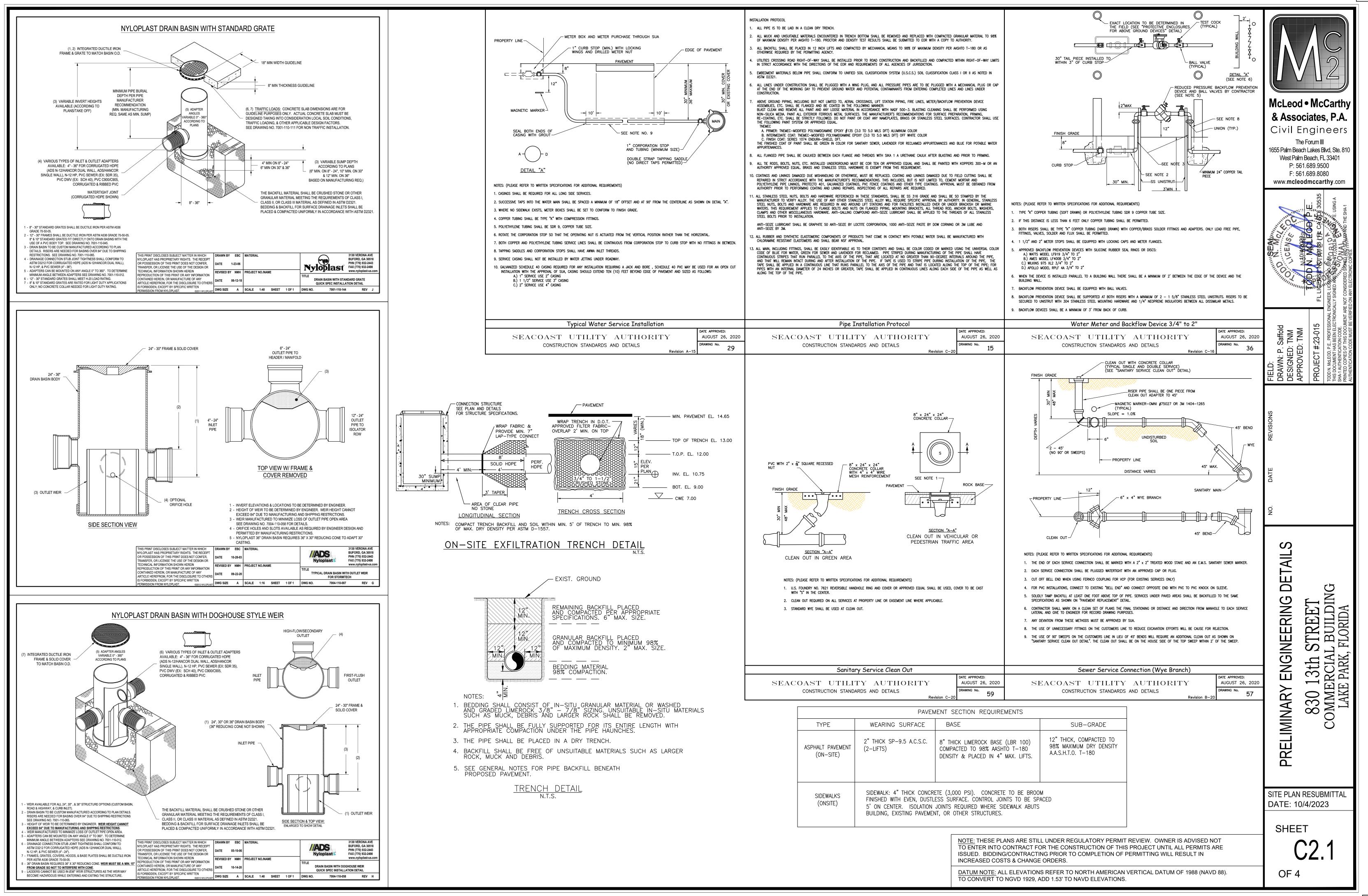
- I. ALL WATER SERVICE BRASS ARE REQUIRED TO BE LEAD FREE. 2. CONTRACTOR SHALL ALLOW A MINIMUM OF 90 DAYS FROM SUBMITTAL OF WATER/SEWER ASBUILT RECORD DRAWINGS UNTIL REQUEST FOR FIRST WATER METER IN ORDER TO ALLOW FOR EOR AND SUA REVIEW OF ASBUILT DRAWINGS. ASBUILTS WHICH DO NOT COMPLY WITH SUA STANDARDS OR WHICH INDICATE UTILITY WORK WHICH DOES NOT COMPLY WITH THESE PLANS AND SUA/HEALTH DEPT. CRITERIA, MAY REQUIRE SIGNIFICANT CORRECTIVE WORK AND MAY RESULT IN SIGNIFICANT DELAYS WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL BACTERIOLOGICAL TESTING AND RETESTING UNTIL PROJECT PASSES PBC HEALTH DEPARTMENT RELEASE PROCESS. CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ALL SURVEY SERVICES
- (VIA LICENSED SURVEYOR) ASSOCIATED WITH ASBUILT RECORD DRAWING PREPARATION, EASEMENT SKETCH/LEGAL DESCRIPTIONS, AND ALL PROJECT STAKING/LAYOUT AND UTILITY VERIFICATION.

### GENERAL SEWER NOTES:

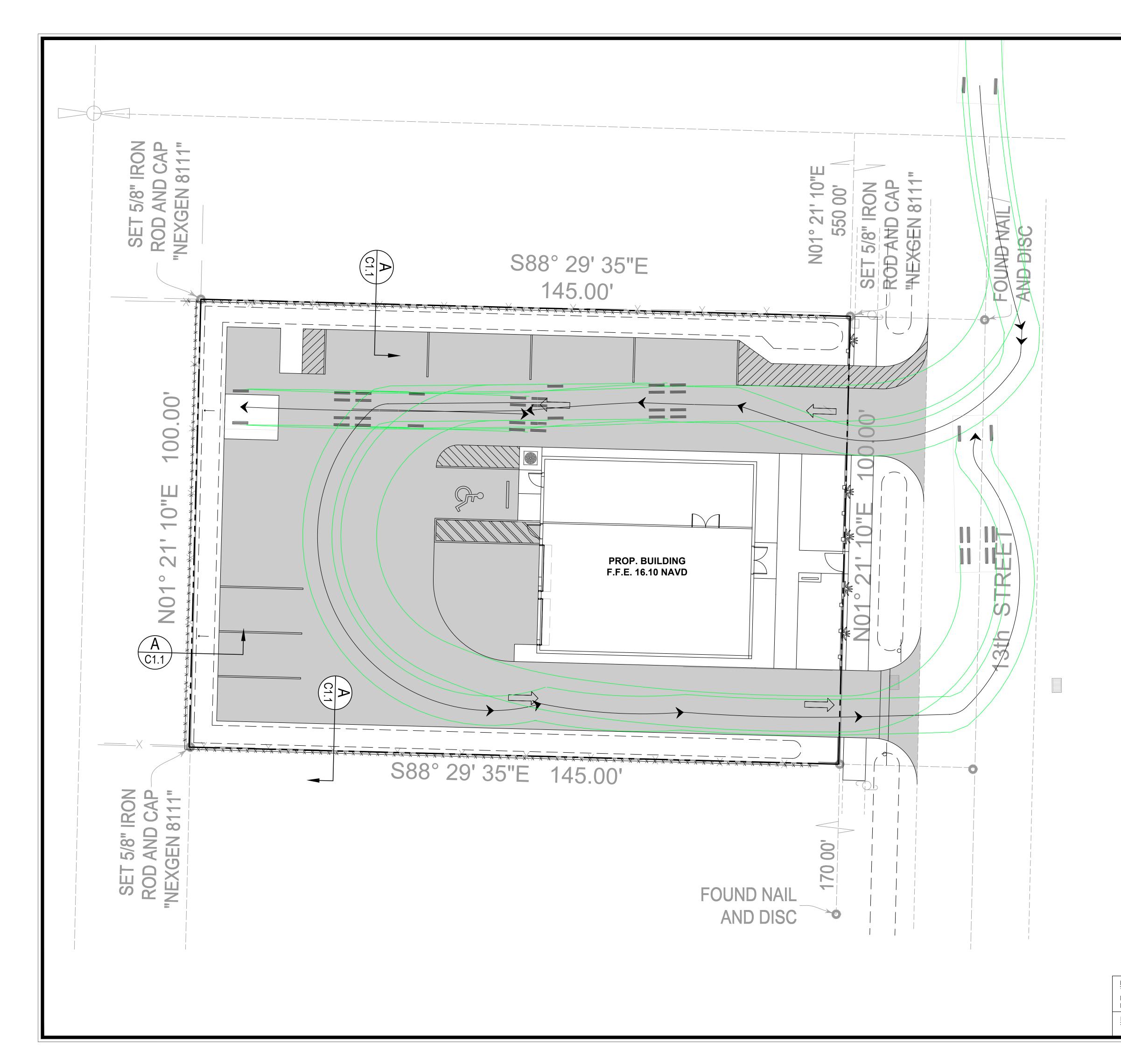
- 1. ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED PAST SUA POINT-OF-SERVICE. 2. CONTRACTOR SHALL CONFIRM THAT PROPOSED SEWER LATERAL INVERTS HAVE
- SUFFICIENT DEPTH TO CONNECT TO BUILDING PLUMBING PRIOR TO COMMENCING UTILITY CONSTRUCTION. CONTRACTOR IS SOLELY RESPONSIBLE FOR COST OF MODIFYING SEWER LATERALS IF HE FAILS TO COORDINATE PLUMBING/LATERAL DEPTHS PRIOR TO CONSTRUCTION.

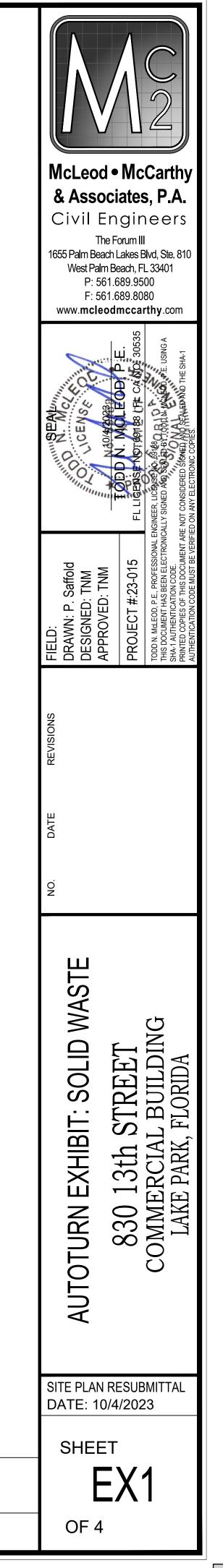
NOTE: THESE PLANS ARE STILL UNDER REGULATORY PERMIT REVIEW. OWNER IS ADVISED NOT TO ENTER INTO CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT UNTIL ALL PERMITS ARE ISSUED. BIDDING/CONTRACTING PRIOR TO COMPLETION OF PERMITTING WILL RESULT IN INCREASED COSTS & CHANGE ORDERS.

DATUM NOTE: ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). TO CONVERT TO NGVD 1929, ADD 1.53' TO NAVD ELEVATIONS.



Item 7.





SCALE: 1" = 10'

35.00

25.00

Width : 11.00 Track : 8.53 Lock to Lock Time : 6.0 Steering Angle : 45.1

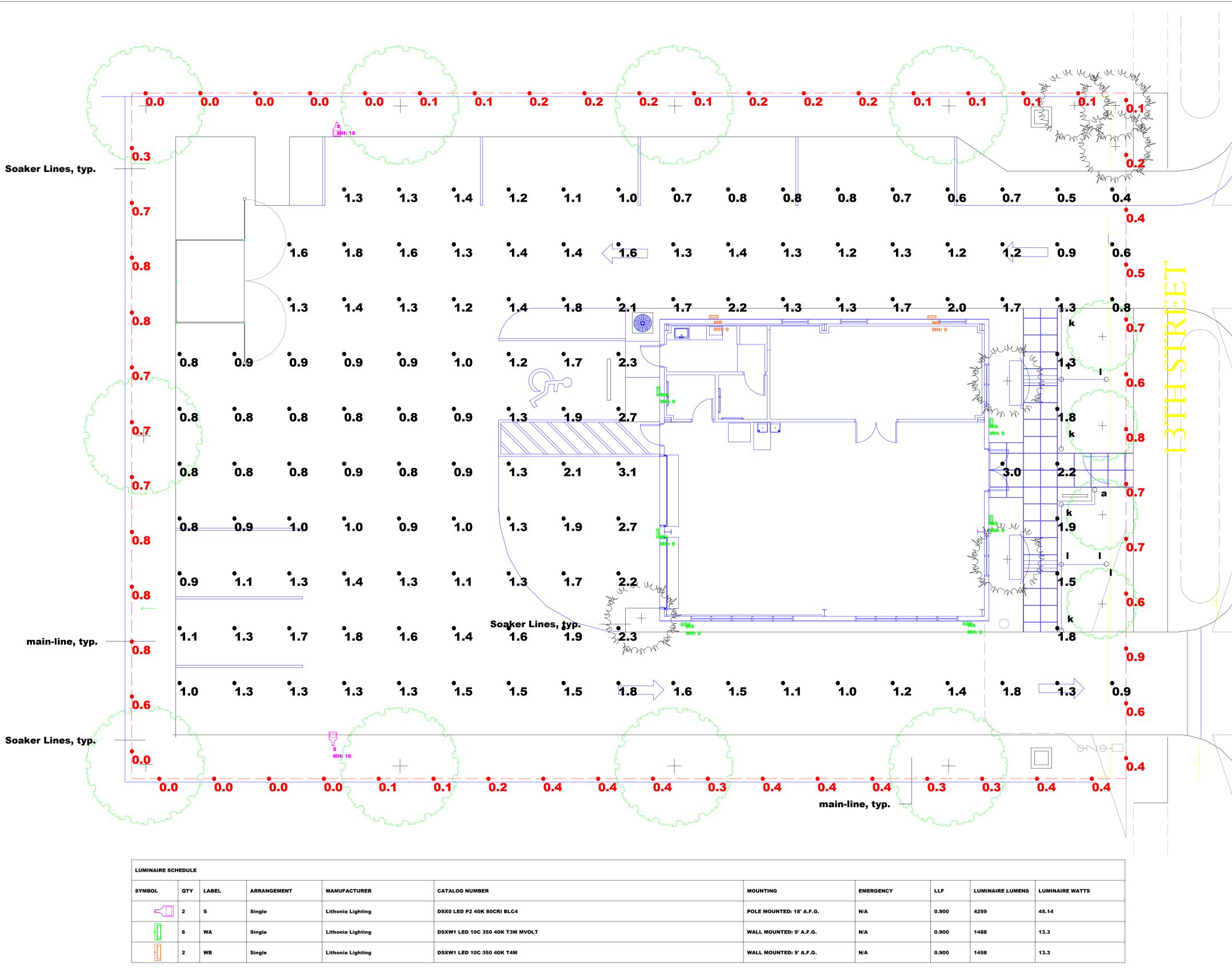
feet

SOLID WASTE

4.00<sup>ˆ</sup>

<u>NOTE:</u> THESE PLANS ARE STILL UNDER REGULATORY PERMIT REVIEW. OWNER IS ADVISED NOT TO ENTER INTO CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT UNTIL ALL PERMITS ARE ISSUED. BIDDING/CONTRACTING PRIOR TO COMPLETION OF PERMITTING WILL RESULT IN INCREASED COSTS & CHANGE ORDERS.

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| LUMINAIRE SC | UMINAIRE SCHEDULE |       |             |                   |                                 |                          |           |       |     |
|--------------|-------------------|-------|-------------|-------------------|---------------------------------|--------------------------|-----------|-------|-----|
| SYMBOL       | QTY               | LABEL | ARRANGEMENT | MANUFACTURER      | CATALOG NUMBER                  | MOUNTING                 | EMERGENCY | LLF   | LUI |
| t (          | 2                 | S     | Single      | Lithonia Lighting | DSX0 LED P2 40K 80CRI BLC4      | POLE MOUNTED: 18' A.F.G. | N/A       | 0.900 | 425 |
|              | 6                 | WA    | Single      | Lithonia Lighting | DSXW1 LED 10C 350 40K T3M MVOLT | WALL MOUNTED: 9' A.F.G.  | N/A       | 0.900 | 148 |
| Ð            | 2                 | WB    | Single      | Lithonia Lighting | DSXW1 LED 10C 350 40K T4M       | WALL MOUNTED: 9' A.F.G.  | N/A       | 0.900 | 145 |

| CALCULATION SUMMARY |             |       |                  |                  |             |      |     |     |         |         |
|---------------------|-------------|-------|------------------|------------------|-------------|------|-----|-----|---------|---------|
| LABEL               | CALC TYPE   | UNITS | SPACING L-R (FT) | SPACING T-B (FT) | HEIGHT (FT) | AVG  | МАХ | MIN | AVG/MIN | MAX/MIN |
| PARKING & DRIVEWAY  | Illuminance | Fc    | 8                | 8                | 0           | 1.33 | 3.1 | 0.4 | 3.33    | 7.75    |
| PROP_LINE           | Illuminance | Fc    | 8                | N.A.             | N.A.        | 0.35 | 0.9 | 0.0 | N.A.    | N.A.    |

**PROJECT:** 

Scale: 1 inch= 8 Ft.

**DESCRIPTION: PARKING & DRIVEWAY NORMAL POWER** DATE: 8/23/2023

# **EMPIRE LANDSCAPE**

# stems, Inc. HONESTY · INTEGRITY · SERVICE · SINCE 1958

Item 7.





Town of Lake Park Town Commission

**Agenda Request Form** 

Meeting Date: November 1, 2023

Agenda Item No.

CONSENT AGENDA OLD BUSINESS

Digitally signed by Bambi McKibbon-Turner

Date 2023.10.26 09:47:43 -04'00'

DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director,

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-142, TO REDUCE THE PARKING DIMENSIONS FOR 90-DEGREE PARKING SPACES; PROVIDING FOR THE CREATION OF A NEW PARKING CATEGORY FOR COMPACT PARKING SPACES; **PROVIDING FOR CODIFICATION: PROVIDING FOR THE REPEAL OF ALL** LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

| [] | SPECIAL PRESENTATION/REPORTS | [] |
|----|------------------------------|----|
| [] | BOARD APPOINTMENT            | [] |

BOARD APPOINTMENT

[X] **ORDINANCE ON 1<sup>st</sup> READING** 

- **NEW BUSINESS** []
- OTHER []

Bambi McKibbon-

Approved by Town Manager Turner

Anders Viane / Planner

Name/Title

| Originating Department:<br>Community Development                                     | Costs: <b>\$ Legal Review</b><br>Funding Source: <b>Legal</b><br>Acct: <b>#108</b><br>[ ] Finance                                                                  | Attachments:<br>→ Ordinance2023<br>→ TC Memo<br>→ Legal Ad Copy                                         |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Advertised:<br>Date: September 22, 2023<br>Paper: Palm Beach Post<br>[] Not Required | All parties that have an interest<br>in this agenda item must be<br>notified of meeting date and<br>time. The following box must<br>be filled out to be on agenda. | Yes I have notified everyone <b>AV</b> Or<br>Not applicable in this case<br><b>Please initial one</b> . |

#### Summary Explanation/Background:

Staff has often received feedback from building permit and site plan development applicants that our standard parking space dimensions of 10' X 18'6" are larger than average and thus can be difficult to adhere to, particularly on sites with land area constraints. Upon examination of other codes, it does indeed appear our spaces specifically the widths – are on the larger end of the average. For example, in Palm Beach

Gardens, their "general" parking space is 9' X 18'6"; in Tequesta, their standard is 9' X 18'; and in West Palm Beach, their standard parking space is only 8'6" X 18'. Palm Beach County also utilizes a 9' X 18' standard.

Especially as the Town pursues urban redevelopment projects, we feel a 1 foot reduction in the width of the required standard 90-degree parking space will prove beneficial for redevelopments while still providing a specification that is in keeping with other municipal and county code averages.

Furthermore, staff is also proposing a compact parking space dimension of 8'6" X 17'0", which is consistent with other compact parking codes which tended to range between 8' X 16' on the most compact end to 9' X 17' on the larger end. As proposed, compact parking spaces could account for no more than 25% of a site's required parking, which we believe will be especially helpful for urban redevelopment projects in the Downtown and along the US-1 corridor, though this provision is proposed to be made available to all districts.

Staff believes the effect of these changes will help existing sites with restricted land area meet the required parking dimensions when resurfacing and restriping their lots and assist new developments in adding more parking overall. It is staff's belief the result will be the net increase of parking throughout the Town in a greater variety of sizes, in anticipation of the continued relevance of automobile transportation and consumer trends in vehicle sizes tending toward more compact vehicles. Finally, it is important to note the code only establishes minimum specifications, so applicants could still provide larger stall sizes if they chose to do so.

**<u>Planning & Zoning Board</u>**: This item was considered at the Monday, October 2, 2023 public meeting and the Board recommended **approval at a vote of (4-0)**.

#### <u>Recommended Motion:</u> I MOVE TO <u>APPROVE</u> ORDINANCE NO. \_\_-2023 on first reading.

#### **ORDINANCE 10-2023**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V, SECTION 78-142, TO REDUCE THE PARKING DIMENSIONS FOR 90-DEGREE PARKING SPACES; PROVIDING FOR THE CREATION OF A NEW PARKING CATEGORY FOR COMPACT PARKING SPACES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has developed parking space dimensional standards, which are codified in Chapter 78, Article V, Section 78-142 of the Town's Code of Ordinances; and

WHEREAS, the Community Development staff has recommended that the Town Commission amend Town Code, Chapter 78, Article V, Section 78-142, to reduce the dimensions that are required for standard parking spaces and to create a new category of parking spaces for compact parking spaces.

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 78, Article V, Section 78-142 of the Town Code is hereby amended to read as follows:

#### TABLE 78-142-1

## MINIMUM PARKING BAY DIMENSIONS FOR NONRESIDENTIAL USES AND RESIDENTIAL USES WITH SHARED PARKING LOTS

| Angle | Stall          | Stall         | Aisle        | Curb           | Wall         | Interlock    | Stall        | Land           |
|-------|----------------|---------------|--------------|----------------|--------------|--------------|--------------|----------------|
| Ū     | Width          | Depth         | Width        | Length         | to           | to           | Depth to     | Use            |
|       |                |               |              |                | Wall         | Interlock    | Interlock    |                |
|       |                |               |              |                | Width        | Width        |              |                |
| (A)   | (B)            | (C)           | (D)          | (E)            | (F)          | (G)          | (H)          | (I)            |
| 45    | 10'0"          | 17′6″         | 12'0"        | 14'0"          | 47′0″        | 44'0"        | 15'6"        | General        |
|       | 12'0"          | 17′6″         | 12'0"        | 17′0″          | 47'0"        | 44'0"        | 15'6"        | Handicapped    |
| 60    | 10'0"          | 19′0″         | 14'0"        | 11′6″          | 53'0"        | 50'0"        | 17'6″        | General        |
|       | 12'0"          | 19'0"         | 14'0"        | 14'0"          | 53'0"        | 50'0"        | 17'6"        | Handicapped    |
| 70    | 10'0"          | 19′6″         | 17′0″        | 10'6"          | 56'0"        | 54'0"        | 18'6"        | General        |
|       | 12'6"          | 19′6″         | 17′0″        | 12′6″          | 56'0"        | 54'0"        | 18'6"        | Handicapped    |
| 75    | 10'0"          | 19′6″         | 21'0"        | 10'6"          | 60'0"        | 58'0"        | 18'6"        | General        |
|       | 12'0"          | 19′6″         | 21'0"        | 12′6″          | 60'0"        | 58'0"        | 18'6"        | Handicapped    |
| 80    | 10'0"          | 19′6″         | 22'0"        | 10'0"          | 61′0″        | 60'0"        | 19'0"        | General        |
|       | 12'0"          | 19′6″         | 22'0"        | 12′0″          | 61′0″        | 60'0"        | 19'0"        | Handicapped    |
| 90    | <u>9</u> 10'0" | 18′6″         | 24'0"        | <u>9</u> 10′0″ | 61′0″        | 61′0″        | 18'6"        | General        |
|       | 12'6"          | 18′6″         | 24'0"        | 12′0″          | 61′0″        | 61′0″        | 18'6"        | Handicapped    |
|       | <u>8'6"</u>    | <u>17'0''</u> | <u>24'0"</u> | <u>8'6"</u>    | <u>58'0"</u> | <u>58'0"</u> | <u>17'0"</u> | <u>Compact</u> |

1.

In Column (I) above, "general" applies to parking spaces designated to serve all commercial uses and also residential uses with shared parking lots. Spaces to be reserved for use by disabled persons shall be governed by the rows labeled "handicapped." Up to 25% of required parking may utilize the "compact" category standards.

# Section 3. Severability.

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

# Section 4. Codification.

#### Item 8.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

# Section 5. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

## Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

# PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARINGS

Please be advised that immediately following the Historic Preservation Board, the Planning and Zoning Board of the Town of Lake Park will hold a public hearing on <u>Monday, October 2, at 6:30 p.m., or as soon thereafter</u> as can be heard, to hear the following item in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida. Records related to this item may be inspected at the Community Development Department located at Town Hall.

The Town Commission will also conduct a public hearing at 535 Park Avenue, Lake Park, to consider the item listed below on <u>1<sup>st</sup> Reading Wednesday</u>, November 1, 2023 at 6:30 PM and 2<sup>nd</sup> Reading Wednesday November 15, 2023 at 6:30 PM, or as soon thereafter as can be heard. (Tentative date, please monitor <u>www.lakeparkflorida.gov</u> for any changes). A quorum of the Town Commission of the Town of Lake Park, Florida will convene and public participation will occur in-person at Town Hall.

The public hearing item is as follows:

Town Staff are bringing forward a text amendment to Chapter 78, Article V, Section 78-142. This amendment would provide revised dimensional standards for 90 degree standard parking spaces as well as create dimensional standards for a new compact parking space and an allotment for their use.

If a person decides to appeal any decision made by any board 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, September 22, 2023



Town of Lake Park Planning & Zoning Board Meeting Meeting Date: November 1, 2023 PARKING CODE TEXT AMENDMENT

# **STAFF MEMO & PROPOSED ORDINANCE**

# PROPOSAL

Staff has often received feedback from building permit and site plan development applicants that our standard parking space dimensions of 10' X 18'6" are larger than average and thus can be difficult to adhere to, particularly on sites with land area constraints. Upon examination of other codes, it does indeed appear our spaces – specifically the widths – are on the larger end of the average. For example, in Palm Beach Gardens, their "general" parking space is 9' X 18'6"; in Tequesta, their standard is 9' X 18'; and in West Palm Beach, their standard parking space is only 8'6" X 18'. Palm Beach County also utilizes a 9' X 18' standard.

Especially as the Town pursues urban redevelopment projects, we feel a 1 foot reduction in the width of the required standard 90-degree parking space will prove beneficial for redevelopments while still providing a specification that is in keeping with other municipal and county code averages.

Furthermore, staff is also proposing a compact parking space dimension of 8'6" X 17'0", which is consistent with other compact parking codes which tended to range between 8' X 16' on the most compact end to 9' X 17' on the larger end. As proposed, compact parking spaces could account for no more than 25% of a site's required parking, which we believe will be especially helpful for urban redevelopment projects in the Downtown and along the US-1 corridor, though this provision is proposed to be made available to all districts.

Staff believes the effect of these changes will help existing sites with restricted land area meet the required parking dimensions when resurfacing and restriping their lots and assist new developments in adding more parking overall. It is staff's belief the result will be the net increase of parking throughout the Town in a greater variety of sizes, in anticipation of the continued relevance of automobile transportation and consumer trends in vehicle sizes tending toward more compact vehicles. Finally, it is important to note the code only establishes minimum specifications, so applicants could still provide larger stall sizes if they chose to do so.

The substance of the code changes is detailed below. Note that the letters in the second from the top row of Table 78-142-1 correspond with the letters indicated on Figure 78-142-1, which conceptually illustrate the substance of the proposed changes.

#### TABLE 78-142-1

MINIMUM PARKING BAY DIMENSIONS FOR NONRESIDENTIAL USES AND RESIDENTIAL USES WITH SHARED PARKING LOTS

| Angle | Stall | Stall | Aisle | Curb   | Wall  | Interlock | Stall     | Land |
|-------|-------|-------|-------|--------|-------|-----------|-----------|------|
|       | Width | Depth | Width | Length | to    | to        | Depth to  | Use  |
|       |       |       |       |        | Wall  | Interlock | Interlock |      |
|       |       |       |       |        | Width | Width     |           |      |
| (A)   | (B)   | (C)   | (D)   | (E)    | (F)   | (G)       | (H)       | (I)  |

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# Town of Lake Park Planning & Zoning Board Meeting Meeting Date: November 1, 2023 PARKING CODE TEXT AMENDMENT

| 45 | 10′0″          | 17'6″        | 12′0″        | 14′0″          | 47′0″        | 44'0"        | 15′6″        | General        |
|----|----------------|--------------|--------------|----------------|--------------|--------------|--------------|----------------|
|    | 12′0″          | 17'6″        | 12′0″        | 17′0″          | 47′0″        | 44'0"        | 15′6″        | Handicapped    |
| 60 | 10'0"          | 19′0″        | 14′0″        | 11′6″          | 53′0″        | 50'0"        | 17'6"        | General        |
|    | 12′0″          | 19′0″        | 14′0″        | 14′0″          | 53′0″        | 50'0"        | 17′6″        | Handicapped    |
| 70 | 10'0"          | 19'6"        | 17′0″        | 10′6″          | 56'0"        | 54'0"        | 18′6″        | General        |
|    | 12'6"          | 19'6"        | 17′0″        | 12′6″          | 56′0″        | 54'0"        | 18′6″        | Handicapped    |
| 75 | 10'0"          | 19'6"        | 21′0″        | 10′6″          | 60′0″        | 58'0"        | 18′6″        | General        |
|    | 12′0″          | 19'6"        | 21′0″        | 12′6″          | 60'0"        | 58′0″        | 18′6″        | Handicapped    |
| 80 | 10'0"          | 19'6"        | 22′0″        | 10′0″          | 61′0″        | 60'0"        | 19′0″        | General        |
|    | 12′0″          | 19'6"        | 22′0″        | 12′0″          | 61′0″        | 60'0"        | 19′0″        | Handicapped    |
| 90 | <u>9</u> 10'0" | 18′6″        | 24′0″        | <u>9</u> 10′0″ | 61′0″        | 61′0″        | 18′6″        | General        |
|    | 12'6″          | 18′6″        | 24′0″        | 12′0″          | 61′0″        | 61′0″        | 18′6″        | Handicapped    |
|    | <u>8'6"</u>    | <u>17'0"</u> | <u>24'0"</u> | <u>8'6"</u>    | <u>58'0"</u> | <u>58'0"</u> | <u>17'0"</u> | <u>Compact</u> |

1.

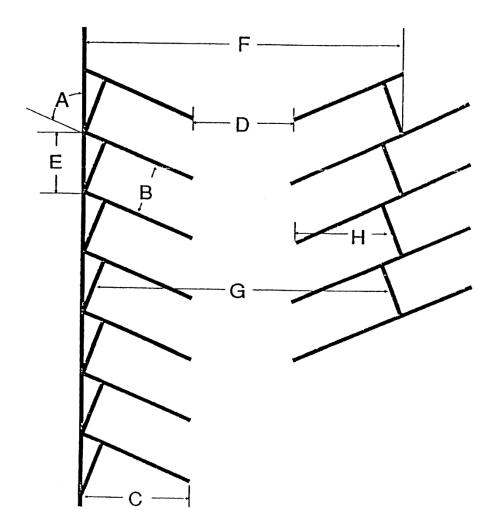
In Column (I) above, "general" applies to parking spaces designated to serve all commercial uses and also residential uses with shared parking lots. Spaces to be reserved for use by disabled persons shall be governed by the rows labeled "handicapped." <u>Up to 25% of required parking may</u> <u>utilize the "compact" category standards.</u>

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Town of Lake Park Planning & Zoning Board Meeting Meeting Date: November 1, 2023 PARKING CODE TEXT AMENDMENT

Figure 78-142-1



<u>Planning & Zoning Board</u>: This item was considered at the Monday, October 2, 2023 public meeting and the Board recommended **approval at a vote of (4-0)**.

Staff Recommendation: Approval

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# Town of Lake Park Town Commission

# Agenda Request Form

| Meeting Date:           |                                                                                                                                                                                     | November 1, 2023                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |  |  |  |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| Originating Department: |                                                                                                                                                                                     | Public Works                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |  |  |  |
| Agenda Title:           |                                                                                                                                                                                     | An Ordinance of the Town Commission of the Town of Lake<br>Park, Florida, Amending Articles I, II, IV and V of Chapter 24, of<br>the Town's Code of Ordinances Pertaining to Solid Waste;<br>Providing for Amendments to the Definitions, General Text, and<br>Certain Procedures; Providing for Severability; Providing for the<br>Repeal of Laws in Conflict; Providing for Codification; and<br>Providing for an Effective Date. |  |  |  |  |  |  |
| Approved by Town Mana   |                                                                                                                                                                                     | er: John D'Agostino<br>Distally signed by John D'Agostino<br>DN: cn=John D'Agostino, o=Town of Lake<br>Park, ou=Town Manager,<br>email=jdagostino@lakeparkflorida.gov, c=US<br>Date: 2023.10.23 17:12:46 -04/00'                                                                                                                                                                                                                    |  |  |  |  |  |  |
| Cost of Item:           | N/A                                                                                                                                                                                 | Funding Source: N/A                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
| Account Number:         |                                                                                                                                                                                     | Finance<br>Signature:                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |  |  |  |
| Advertised:             | N/A                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |
| Date:                   | Newspaper:                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |
| Attachments:            | <ol> <li>Agenda Request Form (ARF)</li> <li>Proposed Ordinance</li> <li>Current Ordinance</li> <li>Report and Presentation on the 2023 Solid Waste Utility Rate Analysis</li> </ol> |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |
| Please initial one:     |                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |
| Yes, I                  |                                                                                                                                                                                     | have notified everyone                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |  |  |
|                         | Not applicable in this case                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |

# Background:

Ordinance 09-2023 was approved by a 3-1 vote during the Town Commission meeting on October 18, 2023.

# **Summary Explanation:**

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

The main purpose of the proposed Solid Waste Ordinance revision is to <u>further</u> update general text, procedures, and policies in the Ordinance, which was most recently revised in January 2023 and 2002 (21 years ago). The proposed amendments achieve additional consistency and better align text with the finding and recommendations associated with the 2023 Solid Waste Rate Analysis, **(Attachment 4)**, which was completed in June 2023 and presented to the Town Commission and to the public during several public meetings.

The most significant changes in the proposed revision to the Solid Waste Ordinance, **(Attachment 2)**, are the refinement of the definitions for "Commercial Property," "Residential Property" and "Single-Family Residential Unit" in Article I and Article V of Chapter 24.

The revised definition for "*Commercial Properties*", which includes Residential multi-family properties that utilize dumpsters for solid waste services, no longer references a number of units, but rather focuses on the type of service the property receives, I.e., dumpster, to determine that property's classification for the purpose of subject Ordinance.

Similarly, the revised definition for "*Residential Properties*" no longer references a number of units, but rather focuses on the type of service the property receives, I.e., rollout cart service, to determine that property's classification for the purpose of subject Ordinance.

Finally, the definition for *Single-Family Residential Unit* was revised for clarity, readability and consistency for the purpose of subject Ordinance.

The Town Manager recommends approval.

## **Recommended Motion:**

# I MOVE TO APPROVE THE ORDINANCE ON SECOND READING.

#### **ORDINANCE 09-2023**

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

WHEREAS, the Town of Lake Park, Florida (Town) is a duly constituted municipality having

such power and authority conferred upon it by the Florida Constitution and Chapters 166, Florida

Statutes; and

WHEREAS, the Town operates a Sanitation Utility (the Utility) that provides solid waste

collection and disposal services within the Town; and

WHEREAS, the operation of the Utility furthers the health and welfare of the Town's

residents, visitors, and businesses; and

WHEREAS, the Town Manager has determined that there is a need to further amend

certain definitions and clarify certain language pertaining to the Utility's operations.

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

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

<u>Section 2.</u> Sections 24-1, 24-4, and 24-9 of Article I of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

# Chapter 24 SOLID WASTE

# ARTICLE I. IN GENERAL

#### Sec. 24-1. Definitions.

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

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

*Commercial property* means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units or grouping of five or more-units maintained as residential rental-properties or units <u>[that have primary garbage service served by a dumpster or compactor.]</u> Commercial single-family and/or multifamily units or grouping of five or more-units-that have primary garbage service served by a dumpster or compactor.] Commercial single-family and/or multifamily units or grouping of five or more-units-that have primary garbage service served by a dumpster or compactor.] Commercial single-family and/or multifamily units or grouping of five or more-units-that have primary garbage service served by a dumpster or compactor shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically <u>served</u> through the use of dumpsters or compactors.

*Commercial trash* means any and all accumulations of paper rags, excelsior, wood, paper or cardboard boxes or containers, sweepings, furniture, appliances and any other accumulation not included under the definition of garbage, generated by the operation of commercial properties<u>as defined within this section i, i</u>.e.: stores, offices, public buildings, residential rental properties and other places of business-places, and single-family and/or multi-family units that have primary garbage service served by a dumpster or compactor. The term "commercial trash" shall also include all trash placed in public receptacles in public places for collection.

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

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

Containerized light yard trash means any and all accumulations of bagged waste vegetation which is placed for collection, or any and all accumulations of waste vegetation arranged in a single pile for collection in a volume not exceeding ten cubic yards (18 feet long × 4 feet wide × 4 feet high), other than grass clippings.

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

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

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

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

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

*Minor household repairs* meansmean minor residential household repairs for which no permit is required under the technical codescodes, and which are done exclusively by an occupant of the residence.

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

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

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

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

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

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

*Refuse containers and receptacles* means approved and unapproved vessels used to store all types of garbage, trash, <u>wastewaste</u>, and refuse. Refuse containers and receptacles approved by the town for use hereunder include compactors, dumpsters, roll-off <u>boxesboxes</u>, and rollout carts.

Residential property means any single-family dwelling that is owner-occupied-or multifamily property with a grouping of two or more four or less-units that are providedhave primary garbage service-served by a rollout cart, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically <u>served</u>serviced through the use of rollout carts.

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

Rollout cart means a 64-gallon to 96-gallon plastic container of a type approved by the town manager or designee, to 96-gallon plastic container of a type approved by the town manager or designee of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

Single-family residential unit means any building or structure containing not more than one dwelling unit that is owner-occupied and which is not, in parts or whole, leased to a tenant or otherwise utilized\_not used for commercial purposes. <u>Single-family residential units, like</u> <u>most residential properties, are typically served through the use of rollout carts.</u>

#### Sec. 24-4. Policies, rulesrules, and fees.

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

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

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

Section 3. Sections 24-34, 24-34, and 24-37 of Article II of Chapter 24 of the Town's Code of Ordinances entitled "Residential Property Solid Waste and Recyclable Collections Service" is hereby amended as follows:

#### Sec. 24-34. Approved containers.

- (a) Building materials. The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the town's fee schedule which is adopted from time to time by a resolution of the town commission.
- (b) Garbage and trash. The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantityquantity, and location of receptacles on developed properties and shall determine whether containers are serviceable.
- (c) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material containers.

#### Sec. 24-37. Underground containers prohibited.

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

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

- (a) Garbage. All wet garbage matter shall be wrapped in paper or disposable containers before being placed in refuse containers. All garbage, after having been so wrapped and drained of all liquids, shall be daily deposited in the garbage containers herein required. Nonrecyclable containers shall first be drained of all liquid prior to deposit in refuse containers.
- (b) Containerized household trash. Household trash which is of a size capable of being contained within the refuse container normally used for garbage shall be placed therein for collection. It shall be unlawful to place household trash which has not been drained of all liquids in said container.
- (c) Noncontainerized household trash and white goods/large appliances. Noncontainerized household trash and white goods/large appliances shall not be placed at curbside except as herein stated. Upon request, the town shall collect normal household discarded furniture or appliances, including, but not limited to, sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items. Residents, including tenants or lessees, requesting this service of the town will be given a date when collection will occur.

- (d) *Light yard trash.* Persons providing routine lawn maintenance services may be allowed to dispose of light yard trash at the residence served, yard trash which is generated on-site by routine maintenance.
- (e) Heavy yard trash. Except as provided in section 24-39(d), residents, including tenants or lessees, and commercial properties engaging a commercial landscape or lawn maintenance business shall be required to notify the town of heavy yard trash generated by their activities and to utilize the services of the town for disposal of such yard trash and to compensate the town in accordance with the rate schedule established pursuant to section 24-111.
- (f) *Noncontainerized refuse materials.* Noncontainerized refuse materials shall be so prepared and contained so as not to be blown about by the wind.
- (g) Recyclables.
  - (1) All residents of the town shall source-separate all designated recyclables in the designated container, placing them at designated pickup points on the days or dates specified for collection by the schedule published by the town.
  - (2) Designated recyclables for this townwide program shall consist of the following materials:
    - a. Newsprint plus glossy, printed material;
    - b. Food and beverage cans;
    - c. Clear, brown or green glass containers, with caps and lids removed;
    - d. Plastic containers, with markings indicating suitability for recycling; and
    - e. Such other materials and containers as may be specified by the solid waste authority and approved by the town commission.
- (h) Special/prohibited materials.
  - (1) Dangerous trash items. It shall be unlawful to place dangerous trash items and all waste materials of injurious nature in containers unless they are securely wrapped so as to prevent injury to the collection crew or agency. Dangerous trash and waste materials shall include, but shall not be limited to, broken glass, lightbulbs, sharp pieces of metal, fluorescent tubes and television tubes.
  - (2) *Hazardous, contagious or medical refuse.* It shall be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.

- (3) *Tires and motor vehicle parts.* It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (4) Minor building repairs. Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (5) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (6) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

# Section 4. Section 24-11 of Article IV of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

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

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

Section 5. Sections 24-141, 24-145, 24-146, and 24-148 of Article V of Chapter 24 of the Town's Code of Ordinances is hereby amended as follows:

## Sec. 24-141. Definitions.

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

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

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

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

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

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

*Commercial property* means any property utilized for commercial, governmental, agricultural, and industrial purposes or single-family and/or multifamily units <u>or grouping of units</u> maintained as residential properties or units that have primary garbage service served by a <u>dumpster or compactor</u> grouping of five or more units maintained as residential rental properties or units. Commercial single-family and/or multifamily units <u>that have primary garbage</u> <u>service served by a dumpster or compactor</u> or grouping of five or more units that have primary garbage service served by a dumpster or compactor or grouping of five or more units shall be billed in accordance with approved commercial sanitation rates. Commercial properties are typically <u>served</u> through the use of dumpsters or compactors.

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

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

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

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

(Supp. No. 49)

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

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

<u>Residential property means any single-family dwelling or multifamily property with a</u> grouping of two or more units that have primary garbage service served by a rollout cart, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically served through the use of rollout carts*Residential property* means any single family dwelling maintained that is owneroccupied or multifamily property with a grouping of four or less units, unless such dwelling unit or grouping of units has been approved by the town commission to be classified as commercial property. Residential properties are typically serviced through the use of rollout carts.

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

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

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

*Solid waste assessment category* means the classification of improved property incorporated in the rate resolution, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Code 1978, § 10-70; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

#### Sec. 24-145. Imposition, amountamount, and collection of assessment.

(a) *Imposed*. There is hereby imposed on the assessment date against each lot or parcel of residential property with the town a solid waste assessment for the collection and disposal of solid waste pursuant to the provisions of this chapter.

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

(Code 1978, § 10-74; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

The rate resolution shall fix and establish the solid waste assessment for residential properties and <u>the charges for</u> commercial dumpster <u>service</u> to be imposed within each solid waste assessment category for the ensuing fiscal year.

(Code 1978, § 10-75; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

## Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.
- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.
- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.

- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
  - (1) The name and address of all owners of the parcel;
  - (2) The address and parcel number of the property for which the correction is sought;
  - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

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

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, <u>addressedaddressed</u>, and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refunda refund shall be paid to the person or party making payment. The owner receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.
- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduleda scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal.

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The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.

- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk. Petitioner and the town shall have the right to:
  - (1) Call and examine witnesses;
  - (2) Introduce exhibits;
  - (3) Cross examine witnesses on any relevant matter; and
  - (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for a review by writ of certiorari in accordance with the applicable Florida Appellate Rules. However, this provision shall not be construed to limit any other remedy provided by law.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8. Codification.** The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "Section," "Article," or any other appropriate word.

**SECTION 9. Effective Date.** This ordinance shall take effect upon execution.

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# Chapter 24 SOLID WASTE<sup>1</sup>

# **ARTICLE I. IN GENERAL**

#### Sec. 24-1. Definitions.

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

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

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

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

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

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

Containerized light yard trash means any and all accumulations of bagged waste vegetation which is placed for collection, or any and all accumulations of waste vegetation arranged in a single pile for collection in a volume not exceeding ten cubic yards (18 feet long × 4 feet wide × 4 feet high), other than grass clippings.

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

*Garbage* means any and all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit, vegetables and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects;

<sup>&</sup>lt;sup>1</sup>Cross reference(s)—Environment, ch. 10; utilities, ch. 32; hazardous materials, ch. 64.

State law reference(s)—Resource rezoning and management, F.S. § 403.702 et seq.

bottles, cans or other food containers which, due to their ability to retain water, may serve as a breeding place for mosquitoes or other water-breeding insects.

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

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

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

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

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

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

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

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

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

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

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

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

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

*Rollout cart* means a 64-gallon to 96-gallon plastic container of a type approved by the town manager or designee, of substantial construction with a tightfitting lid and provided with wheels and handles sufficient for safe and convenient handling.

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

(Code 1978, § 10-1; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 11-2002, § 1, 4-17-2002; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

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

(Code 1978, § 10-2; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-3. Administration of chapter.

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

(Code 1978, § 10-3; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-4; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-5; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-6; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-7; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-8; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

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

(Code 1978, § 10-9; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

Cross reference(s)—Waterways, ch. 76.

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

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

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

(Code 1978, § 10-10; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-11; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-12; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-13. Responsibility of owner.

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

(Code 1978, § 10-13; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-14. Enforcement.

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

(Code 1978, § 10-14; Ord. No. 14-1993, § I, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Ord. No. 12-2018, § 2, 10-17-2018; Ord. No. 01-2023, § 2, 1-18-2023)

#### Secs. 24-16—24-30. Reserved.

# ARTICLE II. RESIDENTIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

#### Sec. 24-31. Base collection service.

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

(Code 1978, § 10-19; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-32. Special collection service.

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

(Code 1978, § 10-20; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-33. Collection schedule.

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

(Code 1978, § 10-21; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-34. Approved containers.

- (a) Building materials. The property owner of any property which requires roll-off containers to secure and remove building materials or other solid waste during construction, or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. A property owner's failure to make such arrangements may subject the property owner to a fine pursuant to the town's fee schedule which is adopted from time to time by a resolution of the town commission.
- (b) Garbage and trash. The town requires the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size, quantity and location of receptacles on developed properties and shall determine whether containers are serviceable.
- (c) *Recyclables.* Plastic garbage bags or other home use containers shall not be utilized as containers for recyclable materials. Only containers designated by the town shall be utilized for recyclable material collection.

(Code 1978, § 10-22; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-35. Additional/replacement containers.

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

(Code 1978, § 10-23; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-36. Container maintenance.

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

(Code 1978, § 10-24; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-37. Underground containers prohibited.

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

(Code 1978, § 10-25; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

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pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.

- (3) Tires and motor vehicle parts. It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (4) Minor building repairs. Building materials resulting from minor repairs performed by the owner or occupant which meet the requirements for trash collection must be bundled, bagged, boxed or placed in a refuse container and will be collected at curbside. Discarded lumber pieces must be no longer than two feet without nails. Larger materials may be picked up by special request at an additional charge.
- (5) *Ashes.* It shall be unlawful to place ashes or live coals in containers unless those ashes or coals have been wetted and are cool to the touch prior to placement in the container.
- (6) *Cardboard boxes and cartons.* It shall be unlawful for any person disposing of cardboard boxes, cartons or crates in refuse containers to fail to collapse same prior to depositing that refuse for collection.

(Code 1978, § 10-26; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-27; Ord. No. 14-1993, § II, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Secs. 24-40-24-70. Reserved.

# ARTICLE III. COMMERCIAL PROPERTY SOLID WASTE AND RECYCLABLE COLLECTION SERVICE

#### Sec. 24-71. Base collection service.

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

(Code 1978, § 10-36; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-72. Special collection service.

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

(Code 1978, § 10-37; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-73. Collection schedule.

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

(Code 1978, § 10-38; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-74. Approved containers.

- (a) Garbage and trash. The town shall require the owner or occupant of any real property to utilize adequate and suitable refuse receptacles and containers capable of holding all waste materials which would ordinarily accumulate between the times of successive collections. The town manager or designee shall determine the type, size and quantity of receptacles as well as the frequency of pickup for receptacles on developed properties. Said determination shall be made by the town manager or designee on an equitable basis which may include, but not be limited to, the user classification schedule established for refuse disposal assessments by the Palm Beach County Solid Waste Authority. All mechanical containers shall be purchased by the town and rented to all commercial customers with the rental fee paid as part of the standard rate fee. The town shall determine whether containers are serviceable.
- (b) *Recyclables.* Only containers designated by the town shall be utilized for recyclable material collection.
- (c) *Roll-off boxes.* Commercial customers, if required to utilize a roll-off container, shall obtain roll-off/roll-on collection service through a provider holding a franchise from the town and shall make payment therefor to the franchisee.

- (d) Building materials. The property owner of any property which requires a roll-off container to secure and remove building materials or which is associated with other permitted activities, shall make arrangements with the town's public works department for roll-off containers from a provider approved by the town. A property owner's failure to do so may result in a fine pursuant to the town's fee schedule adopted from time to time by a resolution of the town commission.
- (e) *Charges based on capacity.* The charges established pursuant to section 24-111 for mechanical containers and commercial refuse container service shall accrue and be payable on the total capacity of the container whether or not it is full.

(Code 1978, § 10-39; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-75. Container maintenance.

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

(Code 1978, § 10-40; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 11-2002, § 2, 4-17-2002; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-76. Container storage/screening.

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

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

(Code 1978, § 10-41; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

- (a) Hazardous, contagious or medical refuse. It should be unlawful to place hazardous, contagious or medical refuse, containerized or noncontainerized, for collection by the town. Such materials shall include pesticides; clothing, bedding or other refuse liable to spread contagion; hypodermic needles; or other medical waste. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department.
- (b) Tires and motor vehicle parts. It shall be unlawful to place tires and motor vehicle parts, containerized or noncontainerized, for collection by the town. Generators of such materials shall be responsible for storage, collection and disposal of same at an authorized disposal site as determined by the community development department unless otherwise arranged pursuant to section 24-32.
- (c) Building materials. All properties which require a roll-off container to secure and remove building materials during construction, or other solid waste materials shall make arrangements with the town's public works department for roll-off containers from providers approved by the town. The failure to do so may result in a fine pursuant to the fee schedule adopted from time to time by resolution of the town commission.
- (d) Minor building repairs. Building materials resulting from minor building repairs performed by the owner or occupant of a commercial property may be placed in the refuse container used for regular garbage and trash collection service. Discarded lumber pieces must be no longer than four feet and without nails. Subject to the approval of the town's public works department, larger materials may be placed at a predetermined location for collection at an additional charge.

(Code 1978, § 10-42; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

(a) Overloading refuse containers. It shall be unlawful to overload a refuse container by allowing materials to accumulate above the "water level" of a container. The water level is the highest level that water could stand in a container when situated on a level surface.

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

(Code 1978, § 10-43; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-79. Construction and demolition sites.

- (a) Receptacles and containers required. It shall be unlawful for any contractor to fail to provide a suitable number of approved roll-off containers for loose debris, paper, building material waste, scrap building material and other trash produced by those working on a construction site. Roll-off containers, if required, shall be obtained through a provider holding a franchise from the town and shall be payable to the franchisee. All material on construction sites shall be containerized by the end of each day and the site shall be kept in a reasonably clean and litter-free condition.
- (b) Removal of concrete or other substances deposited on road surface. Where concrete or any other substance permanently affixes itself to the road surface, causing the surface to be uneven or defaced, it shall be immediately removed by person responsible. The person responsible, as identified in this section, shall mean the driver of the vehicle which deposited the substance onto the street, the driver's employer, the owner of the real property containing the construction or demolition site and/or the prime contractor in charge of a site from where the substance originated.

(Code 1978, § 10-44; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-80. Loading and unloading areas.

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

(Code 1978, § 10-45; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Sec. 24-81. Parking lots.

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

(Code 1978, § 10-46; Ord. No. 14-1993, § III, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Secs. 24-82—24-110. Reserved.

# ARTICLE IV. RATES AND CHARGES

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

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

(Code 1978, § 10-55; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-56; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 11-2006, § 6, 12-6-2006; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-57; Ord. No. 14-1993, § IV, 5-5-1993; Ord. No. 01-2023, § 2, 1-18-2023)

#### Secs. 24-114-24-140. Reserved.

# ARTICLE V. SOLID WASTE ASSESSMENT

#### Sec. 24-141. Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future,

words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Solid waste assessment category means the classification of improved property incorporated in the rate resolution, whose classification may constitute a subcategory of a type of property defined or referenced herein.

(Code 1978, § 10-70; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

#### Sec. 24-142. Findings.

It is hereby ascertained, determined and declared that:

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

(Code 1978, § 10-71; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-72; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-73; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-74; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

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

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

(Code 1978, § 10-75; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

# Sec. 24-147. Adoption of uniform method.

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

(Code 1978, § 10-76; Ord. No. 12-1994, § I, 8-3-1994; Ord. No. 01-2023, § 2, 1-18-2023)

# Sec. 24-148. Corrections to assessment roll.

- (a) Errors in the annual solid waste assessment roll may be corrected as provided for in this section.
- (b) The town commission, or its designee, shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of improved real property to correct any error of omission or commission in the adoption of any annual solid waste assessment roll or in the implementation of the rate resolution, including, but not limited to, an error in including any parcel of improved real property on such roll when such real property is not subject to assessment within the scope of the rate resolution and any

error in the calculation of the annual solid waste assessment roll imposed against any parcel of improved real property.

- (c) Any owner of a parcel of improved real property may petition to correct any asserted error of omission or commission in the classification of the owner's improved real property used in the adoption of the annual solid waste assessment roll, by filing a petition consistent with the provisions herein with the town manager between October 1 and January 31 of the fiscal year for which the solid waste assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the solid waste assessment was levied shall be a complete waiver of any right of an owner to seek a correction for such year.
- (d) The petition may be initiated orally or in writing, but in either case shall contain, at a minimum, the following information:
  - (1) The name and address of all owners of the parcel;
  - (2) The address and parcel number of the property for which the correction is sought;
  - (3) Documentation or information supporting the owner's asserted error in the classification of the parcel or the calculation of the amount of assessment.

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

- (e) Upon approval of correction of the solid waste assessment, the town manager or the town manager's designee shall notify the property appraiser's office of the correction to be entered into the records.
- (f) The decision of the town manager, or the town manager's designee, on a petition will be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petitioner within 90 days of receipt of the petition by the town. The decision shall be made based on the written or oral petition submitted by the petitioner and supporting documentation, and the burden shall be on the petitioner to demonstrate the reasons supporting the petition.
- (g) The owner receiving a correction under this section who has paid the annual solid waste assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual solid waste assessment. Such refund shall be paid to the person or party making payment. The owner receiving a correction under this section that has not paid the annual solid waste assessment should receive a corrected assessment from the tax collector.
- (h) If the petitioner is not satisfied with the decision of the town manager or the town manager's designee, the petitioner may appeal such decision to the town commission in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the town manager and shall refer to the specific decision rendered by the town manager, and must be mailed or delivered to the town clerk's office within 30 days of receipt of the decision of the town manager. Failure to file the appeal within such time limit shall constitute a forfeiture of such right of appeal. Upon receipt by the town of the petition for appeal, the matter shall be scheduled for hearing by the town commission, or its designee, at the earliest possible date, not to exceed 60 days from the date of receipt by the town of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the 60-day period by mutual agreement of petitioner and the town. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual solid waste assessment roll or another address if specifically designated in the petition for appeal. The town commission may designate by resolution an independent person or persons, not an employee of the town, to carry out the responsibilities of the town commission to hear, review and render decisions on appeals.
- (i) At any hearing on such petition for appeal formal rules of evidence shall not apply, but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The

burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the town clerk. Petitioner and the town shall have the right to:

- (1) Call and examine witnesses;
- (2) Introduce exhibits;
- (3) Cross examine witnesses on any relevant matter; and
- (4) Rebut the evidence.
- (j) At all hearings, the town commission or town commission designee shall hear and consider all facts material to the petition and thereafter the town commission or town commission designee, also considering the provisions of the town Code and amendments thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the town commission or town commission designee, resulting from a hearing, shall be final and no petition for rehearing or reconsideration shall be considered. Any person, including the town and the petitioner, who is aggrieved by any decision of the town commission or town commission designee, may apply in the circuit court of the county within 30 days of rendition of such decision for a review by writ of certiorari in accordance with the applicable Florida Appellate Rules. However, this provision shall not be construed to limit any other remedy provided by law.

(Code 1978, § 10-77; Ord. No. 18-1994, § I, 12-14-1994; Ord. No. 01-2023, § 2, 1-18-2023)



# TOWN OF LAKE PARK Solid Waste Rate Study

FINAL REPORT / JUNE 2023





June 12, 2023

Mr. Roberto F. Travieso, MPA Director, Public Works Department Town of Lake Park 640 Old Dixie Highway Lake Park, FL 33403

Subject: Solid Waste Rate Study

Dear Mr. Travieso:

Raftelis Financial Consultant's, Inc. (Raftelis) has completed its study to evaluate the adequacy of the solid waste management system's (System) utility rates for the Town of Lake Park, Florida (Town), and has summarized the results in this report for your consideration. The solid waste utility rates are collected annually through a non-ad valorem special assessment for residential customers and through the Town's monthly utility billing process for nonresidential customers. This report summarizes the financial forecast and proposed annual assessments for the six- (6) year period ending September 30, 2028 (Study Period).

To develop the financial forecast and proposed solid waste rates, we have relied upon certain information and data collected from the Town including the Town's annual financial reports; the adopted Fiscal Year 2023 operating budget; estimated capital expenditures and vehicle replacement plan; customer statistics; periodic reports; records of operation; and other information and data provided by the Town. To the extent we have performed our analyses using certain data and information obtained from the Town and others in the preparation of this report, we have relied upon such information to be accurate, and no assurances are intended, and no representation or warranties are made with respect thereto or the use made herein.

# Introduction

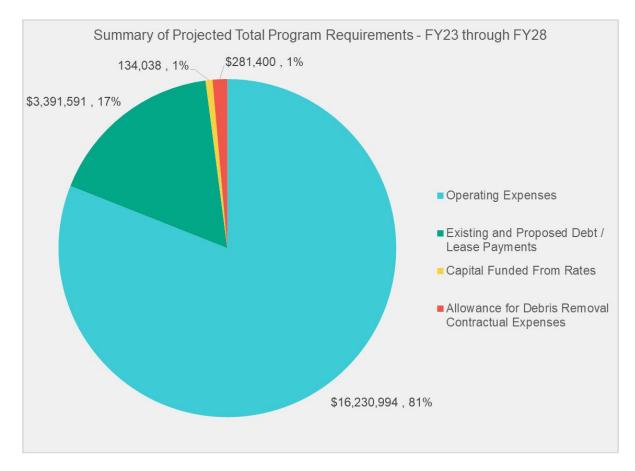
The Town's solid waste utility collects solid waste and recycling from residential and commercial properties, providing cart and dumpster service of varying sizes and frequencies on a weekly basis. Roll-off disposal services are provided as well through franchise agreements with three haulers. The utility's services assist in the protection of the environment and serve as the first line of defense for the health of the community. During fiscal years 2021 and 2022 the Town collected approximately 30.6 million pounds of garbage, 8.9 million bounds of bulk trash and vegetation debris, and 2.3 million pounds of recyclable materials. The waste that is collected is transported to the Palm Beach County Solid Waste Authority's (SWA) North county Transfer Station. Solid waste is then incinerated to generate electricity while recyclable materials are sorted, packaged and commercialized. The utility has nine fulltime employees and a fleet of 10 collection trucks that provide service to the Town's residential and commercial customers. In addition to its collection services, the utility also provides a variety of education opportunities during regular public outreach events. The Town also partners with national, regional, and local public/private organizations for continuous process improvement.

The Town's solid waste system is established as a self-supporting enterprise fund with separate accounting from other departments and resources. The Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time as follows:

| Assessment Year | Single-Family and<br>Multi-family <5 | Multi-Family >4 |
|-----------------|--------------------------------------|-----------------|
| 2018-2019       | \$215.49                             | \$145.93        |
| 2019-2020       | \$234.88                             | \$159.06        |
| 2020-2021       | \$234.88                             | \$159.06        |
| 2021-2022       | \$246.62                             | \$167.01        |
| 2022-2023       | \$258.37                             | \$174.97        |

# Historical Sanitation Annual Assessment - Residential

Based on information provided by Town staff, the total projected program requirements during the Study Period exceeds \$20.0 million as summarized below:



As shown above, the program requirements include operating expenses, capital lease payments to replace existing solid waste trucks, purchases for minor equipment, and allowances to establish and create cash reserve

- Current operating deficiency
  - FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency, and severity of mechanical repairs
  - Replacement of major components due to aging fleet
  - Emergency contract operations / limited providers and high cost during service interruptions
  - Urgent and specialized repair needs have sole source providers with little competition
- Compensation and Recruitment:
  - Highly competitive labor market
  - Sanitation Truck Operator positions vacant 12+ months
  - Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment, and vehicles
  - Inflationary increases on all business expenditures

The solid waste utility has nearly exhausted its reserve funds, and therefore cannot continue to operate without a balanced budget that meets the annual expenditure requirements. On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste utility rate analysis. The goal of this study is to assist the Town in establishing solid waste rates that are sufficient to recover the cost of operating, maintaining, repairing, and financing the System. In order to achieve this goal, certain criteria were established in conjunction with the Town staff that served as guidelines for developing the proposed solid waste rates. The criteria established included: i) proposed rates should fund operations, maintenance, and vehicle replacement needs; ii) rate increases should be phased-in over time to the extent possible; and iii) the Town Commission should consider adopting a reserve policy for the System to provide adequate working capital reserves equal to not less than 90 days of annual expenditures as well as funding an emergency debris removal fund.

As outlined in this report, solid waste rates are proposed to be adjusted so that the revenues derived from such rates will support the revenue requirements of the System on a stand-alone basis without any contributions from the Town's General Fund. The proposed rate adjustment is higher in the first year that the subsequent years due to the current year's operating deficiency, projected increasing operating costs, increasing lease payments, and the need for additional working capital. The solid waste rate revenues have been specifically pledged to pay operating costs, existing lease payments, and to provide a source of funding for current and future vehicle replacements. Based on the projected financial results summarized herein, the study shows that by implementing a series of annual rate increases over the next five years, the Town can stabilize its operating budget while providing a source of additional funding to make significant capital improvements to the System.

The recommendations of this study are based on a financial forecast developed for the System. The financial forecast starts with a projection of customers and revenues, proceeds next with identification of utility operating

and capital/vehicle replacement needs, evaluates the availability and proposed use of existing operating reserves, and, finally, establishes the timing of rate adjustments. The basis for the study's recommendations is a financial forecast developed for Fiscal Years 2023 through 2028 (previously defined as the Study Period).

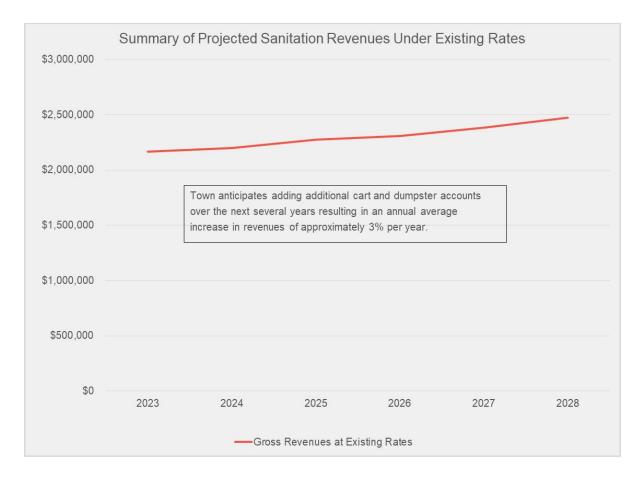
# **Projected Revenues**

During Fiscal Year 2023, it is estimated that the Town serves an average of approximately 2,100 solid waste accounts representing approximately 2,700 carts and dumpsters. The Town collects the solid waste utility rates and charges through an annual non-ad valorem special assessment for residential customers and through monthly charges for commercial dumpster customers. The current revenues are approximately \$2.1 million per year after considering that most residential property owners take advantage of the 4.0% early payment discount. In January 2023 the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates. The projected revenues were prepared based on the adopted service classifications.

Town staff has identified several construction projects within the community that will place additional demands on the solid waste utility system. The Town's Community Development Department provided a preliminary list of property developments occurring over the Study Period. As shown in Table 1 on Page 14 of the Report, the Town anticipates residential growth to continue at approximately 1% per year while commercial units are estimated to increase by approximately 1.6% per year during the Study Period. The overall impacts to projected rate revenues are about a 3% increase in revenues at existing rates per year. Specific construction projects include, but are not limited to, Congress Warehouse, Nautilus 220, and Silver Beach Industrial Park.

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Based on the projected units anticipated to be served over the Study Period, Table 2 on Page 21 of the Report provides an estimate of projected revenues based on the current solid waste rates. The following chart summarizes the projected revenues for the Study Period:



# **Projected Solid Waste Program Revenue Requirements**

The various components of cost associated with operating and maintaining a municipally owned solid waste utility system, as well as the cost of funding the renewal and replacement of associated facilities and capital improvements for additions and upgrades, are generally referred to as the utility cash revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the utility, represents the net revenue requirements of the utility system. The revenue requirements for the Study Period were based on an estimate of solid waste utility costs for the current budget year, plus the five- (5) fiscal year period ending September 30, 2028. The projected revenue requirements include the various generalized cost components described below:

• <u>Operating Expenses</u>: These expenses include the cost of labor and personnel related costs, disposal costs, vehicle maintenance and repairs, utilities, operating supplies, fuel, container replacements, and other items necessary for the operation and maintenance of the System.

• <u>Other Revenue Requirements</u>: This component of cost includes, in general, any recurring capital improvements to be funded from revenues such as vehicle lease payments, minor equipment replacement, and funding of contingency reserves for emergency debris removal.

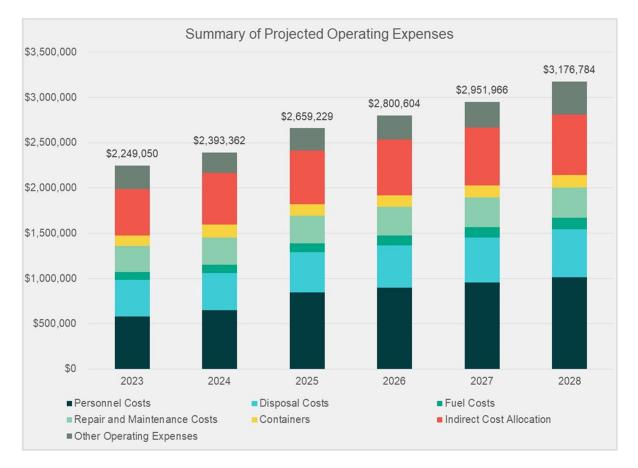
# **Principal Assumptions and Considerations**

The projected cash revenue requirements, as summarized at the end of this section, reflect certain assumptions, considerations, and analyses. The principal assumptions, considerations, and analyses that are included in the development of the projected System revenue requirements for the Study Period are as follows:

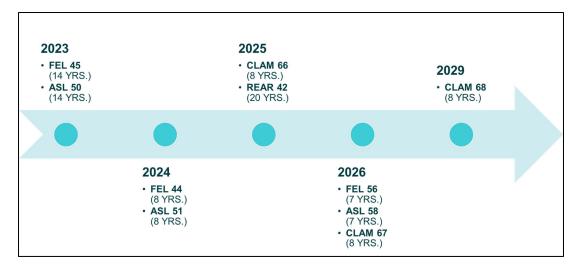
- 1. The adopted Fiscal Year 2023 budget associated with the operations of the System was used as the basis for the expenditure projections set forth herein. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirement component of the study, except for adjustments and assumptions as noted hereunder.
- 2. Projected revenues from current solid waste rates are based on the schedule of rates currently in effect as of the date of this report, which became effective on October 1, 2022. Such rates were applied to the customer and units forecast previously discussed in this report and shown in Table 1 on Page 14 of the Report. Table 2 on Page 21 of the Report also summarizes the projected rate revenue under existing rates for the Study Period. Annual rate revenues under existing rates are projected to be approximately \$2.1 million increasing to \$2.5 million by 2028 as customer growth comes online.
- 3. The operations and maintenance expenses of the System budgeted for Fiscal Years 2023 are summarized in Table 3 on Page 22 of the Report. The amounts for Fiscal Year 2023 are then projected for the remaining five (5) years of the Study Period (i.e., through Fiscal Year 2028) as shown in Table 4 on Page 24 of the Report. The projected operating costs are based on certain inflation assumptions and other adjustments provided by Town staff for the Study Period. The adjustment factors and disposal expense allowances are identified in Tables 5 and 6 on Pages 27 through 28 of the Report, respectively, which were used to estimate the annual expenses summarized in Table 4 on Page 24 of the Report. The projected operating costs summarized in Table 4 on Page 24 of the Report, respectively, which were used to estimate the annual expenses summarized in Table 4 on Page 24 of the Report. The projected operating expenses were developed for the Study Period as follows:
  - a. An adjustment was made to budgeted disposal costs based on an estimated increase in tonnage for 2023 of approximately \$92,000.
  - b. An adjustment for operating and revenue contingencies was also made for approximately \$27,000 in 2023.
  - c. To improve solid waste collection service and increase code enforcement/compliance, Town staff proposes to hire one (1) additional Sanitation Truck Operator II during Fiscal Year 2025 at an estimated annual cost of approximately \$70,000 per year and one (1) new Solid Waste Code Officer during Fiscal Year 2025 at \$87,000 per year.

- Labor: 11% (Fiscal Year 24); then 4% per year
- Health and Liability Insurance: 15% per year
- Fuel and Utilities: 5% per year
- General Inflation: 3% per year

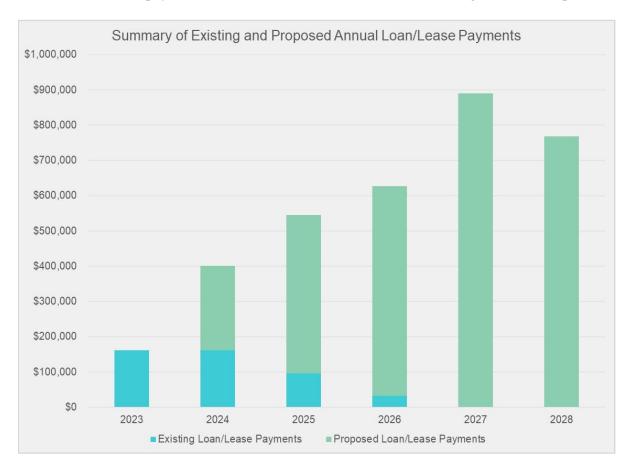
The following chart summarizes the projected operating expenses as follows:



4. The Town has decided to prioritize its vehicle replacement program in order to provide a more reliable service and reduce its repair and maintenance related operating costs. The total vehicle replacement / capital program is projected to be approximately \$4.0 million over the Study Period as shown on Table 7 on Page 29 of the Report. This program includes \$3.9 million for the replacement of 10 trucks including 3 front end loaders, 3 side loaders, 3 grapple trucks, and 1 rear loader truck. Other capital outlay for minor equipment and machinery is also included at \$0.1 million. The vehicle replacement schedule and ages of the vehicles being replaced is shown below.

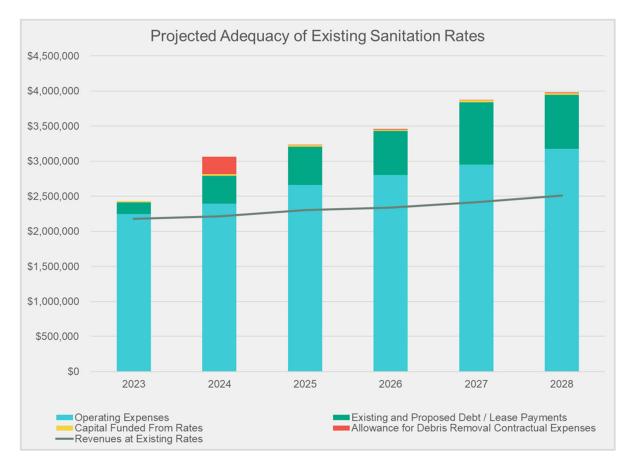


5. As of the date of this report, the System has two existing capital leases and one loan payable to the general fund outstanding. The annual payments are approximately \$161,000 per year, which end in Fiscal Year 2026. Additionally, the Town anticipates additional lease payments associated with the funding of the vehicle replacement program. Payments on these proposed leases are anticipated to begin at approximately \$239,000 in 2024 and increase to \$768,000 in 2028. The proposed leases are assumed to all have 4-year payback terms with interest rates between 5.99% - 6.75% per year. A projection of the total annual lease payments is shown below and also on Table 8 on Page 31 of the Report.



- 6. Based on discussions with Town Staff an allowance account for emergency contractual debris removal services associated with storm events is to be established. A transfer of \$250,000 in 2024 is the initial deposit with subsequent annual deposits of about \$8,000 per year to keep pace with inflation.
- 7. A minimum balance in unrestricted operating reserves of 60 days of annual expenditures is the proposed target balance for 2024. Additional deposits to the operating fund are anticipated over the Study Period to increase the balance to at least 90 days of reserves. A projection of ending reserve balances can be found of Table 9 on Page 32 of the Report.

Table 10 on Page 33 of the Report provides a summary of the projected net cash flows of the System for the Study Period. Based upon the assumptions used to prepare the System's financial forecast regarding operating expenses and capital requirements, the projected net revenue requirements of the System when compared to revenues under existing rates are summarized as follows:



As can be seen in the above summary, and in Table 10 on Page 33 of the Report, the projected revenue deficiency is estimated to be approximately \$250,000 in Fiscal Year 2024, which may increase to \$1.6 million by Fiscal Year 2028.

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The Town currently charges \$258.37 per month per residential cart account and \$11.31 per cubic yard (per pickup per week) of solid waste volume for all properties utilizing dumpsters. To meet the solid waste utility program requirements identified for the Study Period, the following assessments and monthly rates are proposed:

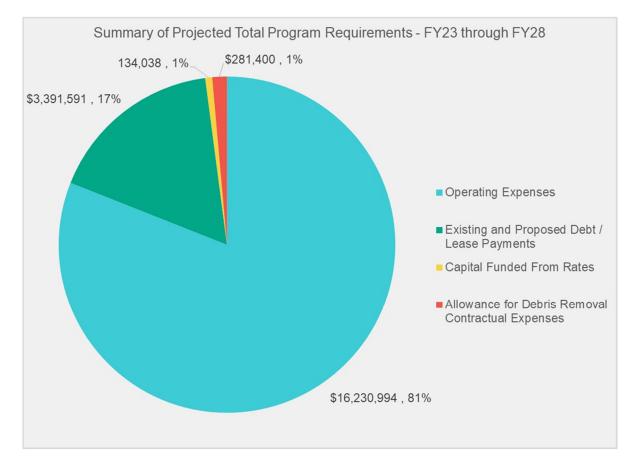
# **Proposed Solid Waste Rates**

| Description                                                                 | FY 2024         | FY 2025         | FY 2026         | FY 2027         | FY 2028         |
|-----------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Funds Total Program                                                         | <u>.</u>        |                 |                 |                 |                 |
| Percent Rate Increase                                                       | 48%             | 3%              | 3%              | 3%              | 3%              |
| Proposed Annual Charge per<br>Cart (Current Fee: \$258.37)                  | <u>\$382.39</u> | <u>\$393.86</u> | <u>\$405.68</u> | <u>\$417.85</u> | <u>\$430.38</u> |
| Proposed charge per Cubic Yard<br>per pickup/week<br>(Current Fee: \$11.31) | <u>\$16.74</u>  | <u>\$17.24</u>  | <u>\$17.76</u>  | <u>\$18.29</u>  | <u>\$18.84</u>  |

As shown above, this study recommends that a series of adjustments be made to the annual assessment and monthly rates. A full detailed listing of the Town's existing and proposed rates can be found on Table 11 on Page 34 of the Report. Key benefits of the proposed rate plan include the following:

- Utility becomes self-sufficient through Fiscal Year 2028
- Utility can fund the prioritized vehicle replacement program
- Builds reserves over time (operating and debris removal funds)

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# **Conclusions and Recommendations**

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

- 1. The solid waste utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments.
  - a. The Town has consistently used operating reserves to cover actual expenses, but those reserves have been nearly exhausted.
- 2. The existing rates are not adequate to cover the current operations.
  - a. Additional adjustments are also needed to adequately fund the projected operating expenditures and planned vehicle replacement program.
- 3. The Town Commission should consider adopting a reserve policy for the solid waste utility to provide working capital and to help address unforeseen contingencies.

- a. Adopting a reserve policy of 90 days of annual expenditures for the solid waste utility to be achieved by fiscal year 2026 is recommended.
- b. A separate contingency fund of \$250,000 for emergency debris removal should also be established.
- 4. On or about January 18, 2023, the Town Commission adopted an ordinance that moves the multi-family dumpster accounts to the standard dumpster rates.
  - a. The projected financial results were prepared based on the adopted service classifications.
  - b. The Town Commission should consider adopting the proposed non-ad valorem assessment and monthly utility billing schedule for Fiscal Years 2024 through 2028 as outlined in this study.
- 5. This study should be updated within five (5) years.

We appreciate the opportunity to be of service to the Town and would like to thank the Town's staff for their assistance and cooperation during the course of this study.

Respectfully submitted,

**RAFTELIS FINANCIAL CONSULTANTS, INC.** 

**Murray M. Hamilton, Jr.** *Vice President* 

Shawa Orasio

Shawn A. Ocasio Manager

SAO/dlc Attachments

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| Line |                                            | Projected Fiscal Year Ending September 30, |           |           |           |           |           |  |  |
|------|--------------------------------------------|--------------------------------------------|-----------|-----------|-----------|-----------|-----------|--|--|
| No.  | Description                                | 2023                                       | 2024      | 2025      | 2026      | 2027      | 2028      |  |  |
|      | <u>Cart Service</u>                        |                                            |           |           |           |           |           |  |  |
|      |                                            |                                            |           |           |           |           |           |  |  |
|      | Residential                                |                                            |           |           |           |           |           |  |  |
| 1    | Annual Growth                              | N/A                                        | 18        | 19        | 19        | 19        | 19        |  |  |
| 2    | Annual Units                               | 1,843                                      | 1,861     | 1,880     | 1,899     | 1,918     | 1,937     |  |  |
| 3    | Estimated Maximum Trips                    | 191,672                                    | 193,544   | 195,520   | 197,496   | 199,472   | 201,448   |  |  |
| 4    | Estimated Maximum Cubic Yardage            | 95,836                                     | 96,772    | 97,760    | 98,748    | 99,736    | 100,724   |  |  |
| 5    | Annual Charge per Unit                     | \$258.37                                   | \$258.37  | \$258.37  | \$258.37  | \$258.37  | \$258.37  |  |  |
| 6    | Annual Revenues                            | \$476,176                                  | \$480,827 | \$485,736 | \$490,645 | \$495,554 | \$500,463 |  |  |
|      | Multifamily                                |                                            |           |           |           |           |           |  |  |
| 7    | Annual Growth                              | N/A                                        | 4         | 5         | 5         | 5         | 5         |  |  |
| 8    | Annual Units                               | 449                                        | 453       | 458       | 463       | 468       | 473       |  |  |
| 9    | Estimated Maximum Trips                    | 46,696                                     | 47,112    | 47,632    | 48,152    | 48,672    | 49,192    |  |  |
| 10   | Estimated Maximum Cubic Yardage            | 23,348                                     | 23,556    | 23,816    | 24,076    | 24,336    | 24,596    |  |  |
| 11   | Annual Charge per Unit                     | \$258.37                                   | \$258.37  | \$258.37  | \$258.37  | \$258.37  | \$258.37  |  |  |
| 12   | Annual Revenues                            | \$116,008                                  | \$117,042 | \$118,333 | \$119,625 | \$120,917 | \$122,209 |  |  |
| 13   | Total Cart Service                         | \$592,184                                  | \$597,868 | \$604,069 | \$610,270 | \$616,471 | \$622,672 |  |  |
|      | Multifamily Dumpster Service               |                                            |           |           |           |           |           |  |  |
|      | 2 Cubic Yard Container - 2 Pick Ups        |                                            |           |           |           |           |           |  |  |
| 14   | Annual Growth                              | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 15   | Annual Units                               | 2                                          | 2         | 2         | 2         | 2         | 2         |  |  |
| 16   | Estimated Maximum Trips                    | 208                                        | 208       | 208       | 208       | 208       | 208       |  |  |
| 17   | Estimated Maximum Cubic Yardage            | 416                                        | 416       | 416       | 416       | 416       | 416       |  |  |
| 18   | Monthly Charge per Unit                    | \$196.04                                   | \$196.04  | \$196.04  | \$196.04  | \$196.04  | \$196.04  |  |  |
| 19   | Annual Revenues                            | \$4,705                                    | \$4,705   | \$4,705   | \$4,705   | \$4,705   | \$4,705   |  |  |
|      | 2 Cubic Yard Container - 3 Pick Ups        |                                            |           |           |           |           |           |  |  |
| 20   | Annual Growth                              | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 20   | Annual Units                               | 13                                         | 13        | 13        | 13        | 13        | 13        |  |  |
| 22   | Estimated Maximum Trips                    | 2,028                                      | 2,028     | 2,028     | 2,028     | 2,028     | 2,028     |  |  |
| 23   | Estimated Maximum Cubic Yardage            | 4,056                                      | 4,056     | 4,056     | 4,056     | 4,056     | 4,056     |  |  |
| 24   | Monthly Charge per Unit                    | \$294.06                                   | \$294.06  | \$294.06  | \$294.06  | \$294.06  | \$294.06  |  |  |
| 25   | Annual Revenues                            | \$45,873                                   | \$45,873  | \$45,873  | \$45,873  | \$45,873  | \$45,873  |  |  |
|      | 3 Cubic Yard Container - 2 Pick Ups        |                                            |           |           |           |           |           |  |  |
| 26   | Annual Growth                              | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 20   | Annual Units                               | 9                                          | 9         | 9         | 9         | 9         | 9         |  |  |
| 28   | Estimated Maximum Trips                    | 936                                        | 936       | 936       | 936       | 936       | 936       |  |  |
| 20   | Estimated Maximum Cubic Yardage            | 2,808                                      | 2,808     | 2,808     | 2,808     | 2,808     | 2,808     |  |  |
| 30   | Monthly Charge per Unit                    | \$294.06                                   | \$294.06  | \$294.06  | \$294.06  | \$294.06  | \$294.06  |  |  |
| 31   | Annual Revenues                            | \$31,758                                   | \$31,758  | \$31,758  | \$31,758  | \$31,758  | \$31,758  |  |  |
|      |                                            |                                            |           |           |           |           |           |  |  |
| 20   | <u>3 Cubic Yard Container - 3 Pick Ups</u> | 27/1                                       | 0         | 0         | 0         | 0         | <u>_</u>  |  |  |
| 32   | Annual Growth                              | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 33   | Annual Units                               | 12                                         | 12        | 12        | 12        | 12        | 12        |  |  |
| 34   | Estimated Maximum Trips                    | 1,872                                      | 1,872     | 1,872     | 1,872     | 1,872     | 1,872     |  |  |
| 35   | Estimated Maximum Cubic Yardage            | 5,616                                      | 5,616     | 5,616     | 5,616     | 5,616     | 5,616     |  |  |
| 36   | Monthly Charge per Unit                    | \$441.09                                   | \$441.09  | \$441.09  | \$441.09  | \$441.09  | \$441.09  |  |  |
| 37   | Annual Revenues                            | \$63,517                                   | \$63,517  | \$63,517  | \$63,517  | \$63,517  | \$63,517  |  |  |

| Line |                                     | Projected Fiscal Year Ending September 30, |           |           |           |           |           |  |  |
|------|-------------------------------------|--------------------------------------------|-----------|-----------|-----------|-----------|-----------|--|--|
| No.  | Description                         | 2023                                       | 2024      | 2025      | 2026      | 2027      | 2028      |  |  |
|      | 4 Cubic Yard Container - 1 Pick Ups |                                            |           |           |           |           |           |  |  |
| 38   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 39   | Annual Units                        | 2                                          | 2         | 2         | 2         | 2         | 2         |  |  |
| 40   | Estimated Maximum Trips             | 104                                        | 104       | 104       | 104       | 104       | 104       |  |  |
| 40   | Estimated Maximum Trips             | 416                                        | 416       | 416       | 416       | 416       | 416       |  |  |
| 42   | Monthly Charge per Unit             | \$196.04                                   | \$196.04  | \$196.04  | \$196.04  | \$196.04  | \$196.04  |  |  |
| 43   | Annual Revenues                     | \$4,705                                    | \$4,705   | \$4,705   | \$4,705   | \$4,705   | \$4,705   |  |  |
|      | 4 Cubic Yard Container - 2 Pick Ups |                                            |           |           |           |           |           |  |  |
| 44   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 45   | Annual Units                        | 7                                          | 7         | 7         | 7         | 7         | 7         |  |  |
| 46   | Estimated Maximum Trips             | 728                                        | 728       | 728       | 728       | 728       | 728       |  |  |
| 47   | Estimated Maximum Cubic Yardage     | 2,912                                      | 2,912     | 2,912     | 2,912     | 2,912     | 2,912     |  |  |
| 48   | Monthly Charge per Unit             | \$392.08                                   | \$392.08  | \$392.08  | \$392.08  | \$392.08  | \$392.08  |  |  |
| 49   | Annual Revenues                     | \$32,935                                   | \$32,935  | \$32,935  | \$32,935  | \$32,935  | \$32,935  |  |  |
|      | 4 Cubic Yard Container - 3 Pick Ups |                                            |           |           |           |           |           |  |  |
| 50   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 51   | Annual Units                        | 22                                         | 22        | 22        | 22        | 22        | 22        |  |  |
| 52   | Estimated Maximum Trips             | 3,432                                      | 3,432     | 3,432     | 3,432     | 3,432     | 3,432     |  |  |
| 53   | Estimated Maximum Cubic Yardage     | 13,728                                     | 13,728    | 13,728    | 13,728    | 13,728    | 13,728    |  |  |
| 54   | Monthly Charge per Unit             | \$588.12                                   | \$588.12  | \$588.12  | \$588.12  | \$588.12  | \$588.12  |  |  |
| 55   | Annual Revenues                     | \$155,264                                  | \$155,264 | \$155,264 | \$155,264 | \$155,264 | \$155,264 |  |  |
|      | 6 Cubic Yard Container - 2 Pick Ups |                                            |           |           |           |           |           |  |  |
| 56   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 57   | Annual Units                        | 1                                          | 1         | 1         | 1         | 1         | 1         |  |  |
| 58   | Estimated Maximum Trips             | 104                                        | 104       | 104       | 104       | 104       | 104       |  |  |
| 59   | Estimated Maximum Cubic Yardage     | 624                                        | 624       | 624       | 624       | 624       | 624       |  |  |
| 60   | Monthly Charge per Unit             | \$588.12                                   | \$588.12  | \$588.12  | \$588.12  | \$588.12  | \$588.12  |  |  |
| 61   | Annual Revenues                     | \$7,057                                    | \$7,057   | \$7,057   | \$7,057   | \$7,057   | \$7,057   |  |  |
|      | 6 Cubic Yard Container - 3 Pick Ups |                                            |           |           |           |           |           |  |  |
| 62   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 63   | Annual Units                        | 5                                          | 5         | 5         | 5         | 5         | 5         |  |  |
| 64   | Estimated Maximum Trips             | 780                                        | 780       | 780       | 780       | 780       | 780       |  |  |
| 65   | Estimated Maximum Cubic Yardage     | 4,680                                      | 4,680     | 4,680     | 4,680     | 4,680     | 4,680     |  |  |
| 66   | Monthly Charge per Unit             | \$882.18                                   | \$882.18  | \$882.18  | \$882.18  | \$882.18  | \$882.18  |  |  |
| 67   | Annual Revenues                     | \$52,931                                   | \$52,931  | \$52,931  | \$52,931  | \$52,931  | \$52,931  |  |  |
|      | 8 Cubic Yard Container - 1 Pick Ups |                                            |           |           |           |           |           |  |  |
| 68   | Annual Growth                       | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 69   | Annual Units                        | 1                                          | 1         | 1         | 1         | 1         | 1         |  |  |
| 70   | Estimated Maximum Trips             | 52                                         | 52        | 52        | 52        | 52        | 52        |  |  |
| 71   | Estimated Maximum Cubic Yardage     | 416                                        | 416       | 416       | 416       | 416       | 416       |  |  |
| 72   | Monthly Charge per Unit             | \$392.08                                   | \$392.08  | \$392.08  | \$392.08  | \$392.08  | \$392.08  |  |  |
| 73   | Annual Revenues                     | \$4,705                                    | \$4,705   | \$4,705   | \$4,705   | \$4,705   | \$4,705   |  |  |
|      | 8 Cubic Yard Container - 2 Pick Ups |                                            | ^         | ^         | <u>^</u>  | ^         | <i>.</i>  |  |  |
| 74   |                                     | N/A                                        | 0         | 0         | 0         | 0         | 0         |  |  |
| 75   | Annual Units                        | 3                                          | 3         | 3         | 3         | 3         | 3         |  |  |
| 76   | Estimated Maximum Trips             | 312                                        | 312       | 312       | 312       | 312       | 312       |  |  |
| 77   | Estimated Maximum Cubic Yardage     | 2,496                                      | 2,496     | 2,496     | 2,496     | 2,496     | 2,496     |  |  |
| 78   | Monthly Charge per Unit             | \$784.16                                   | \$784.16  | \$784.16  | \$784.16  | \$784.16  | \$784.16  |  |  |
| 79   | Annual Revenues                     | \$28,230                                   | \$28,230  | \$28,230  | \$28,230  | \$28,230  | \$28,230  |  |  |

| Line     |                                            |                        | Proiec                        | Projected Fiscal Year Ending September 30, |                        |                        |                        |  |  |  |  |
|----------|--------------------------------------------|------------------------|-------------------------------|--------------------------------------------|------------------------|------------------------|------------------------|--|--|--|--|
| No.      | Description                                | 2023                   | 2024                          | 2025                                       | 2026                   | 2027                   | 2028                   |  |  |  |  |
|          |                                            |                        |                               |                                            |                        |                        |                        |  |  |  |  |
| 0.0      | 8 Cubic Yard Container - 3 Pick Ups        | 21/4                   | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 80       | Annual Growth                              | N/A                    | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 81       | Annual Units                               | 1<br>156               | 1<br>156                      | 1                                          | 1<br>156               | 1                      | 1                      |  |  |  |  |
| 82       | Estimated Maximum Trips                    |                        |                               | 156                                        |                        | 156                    | 156                    |  |  |  |  |
| 83<br>84 | Estimated Maximum Cubic Yardage            | 1,248                  | 1,248                         | 1,248                                      | 1,248                  | 1,248                  | 1,248                  |  |  |  |  |
| 84<br>85 | Monthly Charge per Unit<br>Annual Revenues | \$1,176.24<br>\$14,115 | <u>\$1,176.24</u><br>\$14,115 | \$1,176.24<br>\$14,115                     | \$1,176.24<br>\$14,115 | \$1,176.24<br>\$14,115 | \$1,176.24<br>\$14,115 |  |  |  |  |
| 86       | Total Multifamily Dumpster Service         | \$445,795              | \$445,795                     | \$445,795                                  | \$445,795              | \$445,795              | \$445,795              |  |  |  |  |
|          | Commercial Dumpster Service                |                        |                               |                                            |                        |                        |                        |  |  |  |  |
|          |                                            |                        |                               |                                            |                        |                        |                        |  |  |  |  |
|          | 0.5 Cubic Yard Container - 2 Pick Ups      |                        |                               |                                            |                        | -                      |                        |  |  |  |  |
| 87       | Annual Growth                              | N/A                    | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 88       | Annual Units                               | 64                     | 64                            | 64                                         | 64                     | 64                     | 64                     |  |  |  |  |
| 89       | Estimated Maximum Trips                    | 6,656                  | 6,656                         | 6,656                                      | 6,656                  | 6,656                  | 6,656                  |  |  |  |  |
| 90       | Estimated Maximum Cubic Yardage            | 3,328                  | 3,328                         | 3,328                                      | 3,328                  | 3,328                  | 3,328                  |  |  |  |  |
| 91       | Monthly Charge per Unit                    | \$49.01                | \$49.01                       | \$49.01                                    | \$49.01                | \$49.01                | \$49.01                |  |  |  |  |
| 92       | Annual Revenues                            | \$37,640               | \$37,640                      | \$37,640                                   | \$37,640               | \$37,640               | \$37,640               |  |  |  |  |
|          | 2 Cubic Yard Container - 1 Pick Ups        |                        |                               |                                            |                        |                        |                        |  |  |  |  |
| 93       | Annual Growth                              | N/A                    | 1                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 94       | Annual Units                               | 70                     | 71                            | 71                                         | 71                     | 71                     | 71                     |  |  |  |  |
| 95       | Estimated Maximum Trips                    | 3,640                  | 3,692                         | 3,692                                      | 3,692                  | 3,692                  | 3,692                  |  |  |  |  |
| 96       | Estimated Maximum Cubic Yardage            | 7,280                  | 7,384                         | 7,384                                      | 7,384                  | 7,384                  | 7,384                  |  |  |  |  |
| 97       | Monthly Charge per Unit                    | \$98.02                | \$98.02                       | \$98.02                                    | \$98.02                | \$98.02                | \$98.02                |  |  |  |  |
| 98       | Annual Revenues                            | \$82,337               | \$83,513                      | \$83,513                                   | \$83,513               | \$83,513               | \$83,513               |  |  |  |  |
|          | 2 Cubic Yard Container - 2 Pick Ups        |                        |                               |                                            |                        |                        |                        |  |  |  |  |
| 99       | Annual Growth                              | N/A                    | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 100      | Annual Units                               | 10                     | 10                            | 10                                         | 10                     | 10                     | 10                     |  |  |  |  |
| 101      | Estimated Maximum Trips                    | 1,040                  | 1,040                         | 1,040                                      | 1,040                  | 1,040                  | 1,040                  |  |  |  |  |
| 102      | Estimated Maximum Cubic Yardage            | 2,080                  | 2,080                         | 2,080                                      | 2,080                  | 2,080                  | 2,080                  |  |  |  |  |
| 103      | Monthly Charge per Unit                    | \$196.04               | \$196.04                      | \$196.04                                   | \$196.04               | \$196.04               | \$196.04               |  |  |  |  |
| 104      | Annual Revenues                            | \$23,525               | \$23,525                      | \$23,525                                   | \$23,525               | \$23,525               | \$23,525               |  |  |  |  |
|          | 2 Cubic Yard Container - 3 Pick Ups        |                        |                               |                                            |                        |                        |                        |  |  |  |  |
| 105      | Annual Growth                              | N/A                    | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 106      | Annual Units                               | 1                      | 1                             | 1                                          | 1                      | 1                      | 1                      |  |  |  |  |
| 107      | Estimated Maximum Trips                    | 156                    | 156                           | 156                                        | 156                    | 156                    | 156                    |  |  |  |  |
| 108      | Estimated Maximum Cubic Yardage            | 312                    | 312                           | 312                                        | 312                    | 312                    | 312                    |  |  |  |  |
| 109      | Monthly Charge per Unit                    | \$294.06               | \$294.06                      | \$294.06                                   | \$294.06               | \$294.06               | \$294.06               |  |  |  |  |
| 110      | Annual Revenues                            | \$3,529                | \$3,529                       | \$3,529                                    | \$3,529                | \$3,529                | \$3,529                |  |  |  |  |
|          | 2 Cubic Yard Container - 4 Pick Ups        |                        |                               |                                            |                        |                        |                        |  |  |  |  |
| 111      | Annual Growth                              | N/A                    | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 112      | Annual Units                               | 0                      | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 112      | Estimated Maximum Trips                    | 0                      | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 114      | Estimated Maximum Cubic Yardage            | 0                      | 0                             | 0                                          | 0                      | 0                      | 0                      |  |  |  |  |
| 115      | Monthly Charge per Unit                    | \$392.08               | \$392.08                      | \$392.08                                   | \$392.08               | \$392.08               | \$392.08               |  |  |  |  |
| 116      | Annual Revenues                            | \$0                    | \$0                           | \$0                                        | \$0                    | \$0                    | \$0                    |  |  |  |  |
|          |                                            |                        |                               |                                            |                        |                        |                        |  |  |  |  |

| Line |                                                             | Projected Fiscal Year Ending September 30, |                      |                      |                      |                      |                      |  |  |
|------|-------------------------------------------------------------|--------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--|--|
| No.  | Description                                                 | 2023                                       | 2024                 | 2025                 | 2026                 | 2027                 | 2028                 |  |  |
|      | 2 Cubic Yard Container - 5 Pick Ups                         |                                            |                      |                      |                      |                      |                      |  |  |
| 117  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 117  | Annual Units                                                | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 119  | Estimated Maximum Trips                                     | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 120  | Estimated Maximum Tups                                      | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 120  | Monthly Charge per Unit                                     | \$490.10                                   | \$490.10             | \$490.10             | \$490.10             | \$490.10             | \$490.10             |  |  |
| 121  | Annual Revenues                                             | \$0                                        | \$490.10             | \$490.10             | \$490.10             | \$490.10             | \$490.10             |  |  |
|      | 2 Cabie Vand Container 1 Diele Une                          |                                            |                      |                      |                      |                      |                      |  |  |
| 123  | <u>3 Cubic Yard Container - 1 Pick Ups</u><br>Annual Growth | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 123  | Annual Units                                                | 26                                         | 26                   | 26                   | 26                   | 26                   | 26                   |  |  |
| 124  | Estimated Maximum Trips                                     | 1,352                                      | 1,352                | 1,352                | 1,352                | 1,352                | 1,352                |  |  |
| 123  | Estimated Maximum Tips                                      | 4,056                                      | 4,056                | 4,056                | 4,056                | 4,056                | 4,056                |  |  |
| 120  | Monthly Charge per Unit                                     | \$147.03                                   |                      |                      |                      |                      |                      |  |  |
| 127  | Annual Revenues                                             | \$45,873                                   | \$147.03<br>\$45,873 | \$147.03<br>\$45,873 | \$147.03<br>\$45,873 | \$147.03<br>\$45,873 | \$147.03<br>\$45,873 |  |  |
|      |                                                             |                                            |                      |                      |                      |                      |                      |  |  |
| 120  | <u>3 Cubic Yard Container - 2 Pick Ups</u>                  | <b>D</b> T/A                               | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 129  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 130  | Annual Units                                                | 7                                          | 7                    | 7                    | 7                    | 7                    | 7                    |  |  |
| 131  | Estimated Maximum Trips                                     | 728                                        | 728                  | 728                  | 728                  | 728                  | 728                  |  |  |
| 132  | Estimated Maximum Cubic Yardage                             | 2,184                                      | 2,184                | 2,184                | 2,184                | 2,184                | 2,184                |  |  |
| 133  | Monthly Charge per Unit                                     | \$294.06                                   | \$294.06             | \$294.06             | \$294.06             | \$294.06             | \$294.06             |  |  |
| 134  | Annual Revenues                                             | \$24,701                                   | \$24,701             | \$24,701             | \$24,701             | \$24,701             | \$24,701             |  |  |
|      | 3 Cubic Yard Container - 3 Pick Ups                         |                                            |                      |                      |                      |                      |                      |  |  |
| 135  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 136  | Annual Units                                                | 2                                          | 2                    | 2                    | 2                    | 2                    | 2                    |  |  |
| 137  | Estimated Maximum Trips                                     | 312                                        | 312                  | 312                  | 312                  | 312                  | 312                  |  |  |
| 138  | Estimated Maximum Cubic Yardage                             | 936                                        | 936                  | 936                  | 936                  | 936                  | 936                  |  |  |
| 139  | Monthly Charge per Unit                                     | \$441.09                                   | \$441.09             | \$441.09             | \$441.09             | \$441.09             | \$441.09             |  |  |
| 140  | Annual Revenues                                             | \$10,586                                   | \$10,586             | \$10,586             | \$10,586             | \$10,586             | \$10,586             |  |  |
|      | 3 Cubic Yard Container - 4 Pick Ups                         |                                            |                      |                      |                      |                      |                      |  |  |
| 141  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 142  | Annual Units                                                | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 143  | Estimated Maximum Trips                                     | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 144  | Estimated Maximum Cubic Yardage                             | 0                                          | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 145  | Monthly Charge per Unit                                     | \$588.12                                   | \$588.12             | \$588.12             | \$588.12             | \$588.12             | \$588.12             |  |  |
| 146  | Annual Revenues                                             | \$0                                        | \$0                  | \$0                  | \$0                  | \$0                  | \$0                  |  |  |
|      | 3 Cubic Yard Container - 5 Pick Ups                         |                                            |                      |                      |                      |                      |                      |  |  |
| 147  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 148  | Annual Units                                                | 1                                          | 1                    | 1                    | 1                    | 1                    | 1                    |  |  |
| 149  | Estimated Maximum Trips                                     | 260                                        | 260                  | 260                  | 260                  | 260                  | 260                  |  |  |
| 150  | Estimated Maximum Cubic Yardage                             | 780                                        | 780                  | 780                  | 780                  | 780                  | 780                  |  |  |
| 151  | Monthly Charge per Unit                                     | \$735.15                                   | \$735.15             | \$735.15             | \$735.15             | \$735.15             | \$735.15             |  |  |
| 152  | Annual Revenues                                             | \$8,822                                    | \$8,822              | \$8,822              | \$8,822              | \$8,822              | \$8,822              |  |  |
|      | 4 Cubic Yard Container - 1 Pick Ups                         |                                            |                      |                      |                      |                      |                      |  |  |
| 153  | Annual Growth                                               | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 154  | Annual Units                                                | 41                                         | 41                   | 41                   | 41                   | 41                   | 41                   |  |  |
| 155  | Estimated Maximum Trips                                     | 2,132                                      | 2,132                | 2,132                | 2,132                | 2,132                | 2,132                |  |  |
| 156  | Estimated Maximum Cubic Yardage                             | 8,528                                      | 8,528                | 8,528                | 8,528                | 8,528                | 8,528                |  |  |
| 157  | Monthly Charge per Unit                                     | \$196.04                                   | \$196.04             | \$196.04             | \$196.04             | \$196.04             | \$196.04             |  |  |
| 158  | Annual Revenues                                             | \$96,452                                   | \$96,452             | \$96,452             | \$96,452             | \$96,452             | \$96,452             |  |  |
| 100  |                                                             | ÷> 0, .0=                                  |                      |                      |                      | ÷,                   | ÷: 0, .02            |  |  |

| Line       |                                                            | Projected Fiscal Year Ending September 30, |                      |                      |                      |                      |                      |  |  |
|------------|------------------------------------------------------------|--------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--|--|
| No.        | Description                                                | 2023                                       | 2024                 | 2025                 | 2026                 | 2027                 | 2028                 |  |  |
|            | 4 Cubic Yard Container - 2 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 159        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 160        | Annual Units                                               | 9                                          | 9                    | 9                    | 9                    | 9                    | 9                    |  |  |
| 161        | Estimated Maximum Trips                                    | 936                                        | 936                  | 936                  | 936                  | 936                  | 936                  |  |  |
| 162        | Estimated Maximum Cubic Yardage                            | 3,744                                      | 3,744                | 3,744                | 3,744                | 3,744                | 3,744                |  |  |
| 163        | Monthly Charge per Unit                                    | \$392.08                                   | \$392.08             | \$392.08             | \$392.08             | \$392.08             | \$392.08             |  |  |
| 164        | Annual Revenues                                            | \$42,345                                   | \$42,345             | \$42,345             | \$42,345             | \$42,345             | \$42,345             |  |  |
|            | 4 Cubic Yard Container - 3 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 165        | Annual Growth                                              | N/A                                        | 0                    | 10                   | 0                    | 10                   | 9                    |  |  |
| 166        | Annual Units                                               | 2                                          | 2                    | 12                   | 12                   | 22                   | 31                   |  |  |
| 167        | Estimated Maximum Trips                                    | 312                                        | 312                  | 1,872                | 1,872                | 3,432                | 4,836                |  |  |
| 168        | Estimated Maximum Cubic Yardage                            | 1,248                                      | 1,248                | 7,488                | 7,488                | 13,728               | 19,344               |  |  |
| 169        | Monthly Charge per Unit                                    | \$588.12                                   | \$588.12             | \$588.12             | \$588.12             | \$588.12             | \$588.12             |  |  |
| 170        | Annual Revenues                                            | \$14,115                                   | \$14,115             | \$84,689             | \$84,689             | \$155,264            | \$218,781            |  |  |
|            | 4 Cubic Yard Container - 4 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 171        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 172        | Annual Units                                               | 1                                          | 1                    | 1                    | 1                    | 1                    | 1                    |  |  |
| 173        | Estimated Maximum Trips                                    | 208                                        | 208                  | 208                  | 208                  | 208                  | 208                  |  |  |
| 174        | Estimated Maximum Cubic Yardage                            | 832                                        | 832                  | 832                  | 832                  | 832                  | 832                  |  |  |
| 175        | Monthly Charge per Unit                                    | \$784.16                                   | \$784.16             | \$784.16             | \$784.16             | \$784.16             | \$784.16             |  |  |
| 176        | Annual Revenues                                            | \$9,410                                    | \$9,410              | \$9,410              | \$9,410              | \$9,410              | \$9,410              |  |  |
|            | 4 Cubic Yard Container - 5 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 177        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 178        | Annual Units                                               | 1                                          | 1                    | 1                    | 1                    | 1                    | 1                    |  |  |
| 179        | Estimated Maximum Trips                                    | 260                                        | 260                  | 260                  | 260                  | 260                  | 260                  |  |  |
| 180        | Estimated Maximum Cubic Yardage                            | 1,040                                      | 1,040                | 1,040                | 1,040                | 1,040                | 1,040                |  |  |
| 181        | Monthly Charge per Unit                                    | \$980.20                                   | \$980.20             | \$980.20             | \$980.20             | \$980.20             | \$980.20             |  |  |
| 182        | Annual Revenues                                            | \$11,762                                   | \$11,762             | \$11,762             | \$11,762             | \$11,762             | \$11,762             |  |  |
|            | 6 Cubic Yard Container - 1 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 183        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 184        | Annual Units                                               | 23                                         | 23                   | 23                   | 23                   | 23                   | 23                   |  |  |
| 185        | Estimated Maximum Trips                                    | 1,196                                      | 1,196                | 1,196                | 1,196                | 1,196                | 1,196                |  |  |
| 186        | Estimated Maximum Cubic Yardage                            | 7,176                                      | 7,176                | 7,176                | 7,176                | 7,176                | 7,176                |  |  |
| 187<br>188 | Monthly Charge per Unit<br>Annual Revenues                 | \$294.06<br>\$81,161                       | \$294.06<br>\$81,161 | \$294.06<br>\$81,161 | \$294.06<br>\$81,161 | \$294.06<br>\$81,161 | \$294.06<br>\$81,161 |  |  |
| 100        |                                                            | ψ01,101                                    | \$61,101             | <i>\\</i> 01,101     | \$01,101             | \$01,101             | \$01,101             |  |  |
| 100        | <u>6 Cubic Yard Container - 2 Pick Ups</u>                 | 27/1                                       | 0                    | ^                    | 0                    | 0                    | ^                    |  |  |
| 189        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 0                    |  |  |
| 190        | Annual Units                                               | 19                                         | 19                   | 19                   | 19                   | 19                   | 19                   |  |  |
| 191        | Estimated Maximum Trips                                    | 1,976                                      | 1,976                | 1,976                | 1,976                | 1,976                | 1,976                |  |  |
| 192<br>193 | Estimated Maximum Cubic Yardage<br>Monthly Charge per Unit | 11,856<br>\$588.12                         | 11,856<br>\$588.12   | 11,856<br>\$588.12   | 11,856<br>\$588.12   | 11,856<br>\$588.12   | 11,856<br>\$588.12   |  |  |
| 195        | Annual Revenues                                            | \$134,091                                  | \$134,091            | \$134,091            | \$134,091            | \$134,091            | \$134,091            |  |  |
| 174        | Annual Revenues                                            | \$154,091                                  | \$134,071            | \$134,091            | \$134,091            | \$134,091            | \$154,071            |  |  |
|            | 6 Cubic Yard Container - 3 Pick Ups                        |                                            |                      |                      |                      |                      |                      |  |  |
| 195        | Annual Growth                                              | N/A                                        | 0                    | 0                    | 0                    | 0                    | 2                    |  |  |
| 196        | Annual Units                                               | 5                                          | 5                    | 5                    | 5                    | 5                    | 7                    |  |  |
| 197        | Estimated Maximum Trips                                    | 780                                        | 780                  | 780                  | 780                  | 780                  | 1,092                |  |  |
| 198        | Estimated Maximum Cubic Yardage                            | 4,680                                      | 4,680                | 4,680                | 4,680                | 4,680                | 6,552                |  |  |
| 199        | Monthly Charge per Unit                                    | \$882.18                                   | \$882.18             | \$882.18             | \$882.18             | \$882.18             | \$882.18             |  |  |
| 200        | Annual Revenues                                            | \$52,931                                   | \$52,931             | \$52,931             | \$52,931             | \$52,931             | \$74,103             |  |  |

| Line |                                            | Projected Fiscal Year Ending September 30, |            |            |            |            |            |  |  |
|------|--------------------------------------------|--------------------------------------------|------------|------------|------------|------------|------------|--|--|
| No.  | Description                                | 2023                                       | 2024       | 2025       | 2026       | 2027       | 2028       |  |  |
|      |                                            |                                            |            |            |            |            |            |  |  |
| 201  | <u>6 Cubic Yard Container - 4 Pick Ups</u> | <b>3</b> . T / A                           | 0          | 0          | 0          | 0          | 0          |  |  |
| 201  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 202  | Annual Units                               | 0                                          | 0          | 0          | 0          | 0          | 0          |  |  |
| 203  | Estimated Maximum Trips                    | 0                                          | 0          | 0          | 0          | 0          | 0          |  |  |
| 204  | Estimated Maximum Cubic Yardage            | 0                                          | 0          | 0          | 0          | 0          | 0          |  |  |
| 205  | Monthly Charge per Unit                    | \$1,176.24                                 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 |  |  |
| 206  | Annual Revenues                            | \$0                                        | \$0        | \$0        | \$0        | \$0        | \$0        |  |  |
|      | 6 Cubic Yard Container - 5 Pick Ups        |                                            |            |            |            |            |            |  |  |
| 207  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 208  | Annual Units                               | 1                                          | 1          | 1          | 1          | 1          | 1          |  |  |
| 209  | Estimated Maximum Trips                    | 260                                        | 260        | 260        | 260        | 260        | 260        |  |  |
| 210  | Estimated Maximum Cubic Yardage            | 1,560                                      | 1,560      | 1,560      | 1,560      | 1,560      | 1,560      |  |  |
| 211  | Monthly Charge per Unit                    | \$1,470.30                                 | \$1,470.30 | \$1,470.30 | \$1,470.30 | \$1,470.30 | \$1,470.30 |  |  |
| 212  | Annual Revenues                            | \$17,644                                   | \$17,644   | \$17,644   | \$17,644   | \$17,644   | \$17,644   |  |  |
|      | 8 Cubic Yard Container - 1 Pick Ups        |                                            |            |            |            |            |            |  |  |
| 213  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 213  | Annual Units                               | 11                                         | 11         | 11         | 11         | 11         | 11         |  |  |
| 214  | Estimated Maximum Trips                    | 572                                        | 572        | 572        | 572        | 572        | 572        |  |  |
| 215  | Estimated Maximum Cubic Yardage            | 4,576                                      | 4,576      | 4,576      | 4,576      | 4,576      | 4,576      |  |  |
| 210  | Monthly Charge per Unit                    | \$392.08                                   | \$392.08   | \$392.08   | \$392.08   | \$392.08   | \$392.08   |  |  |
| 217  | Annual Revenues                            | \$51,755                                   | \$51,755   | \$51,755   | \$51,755   | \$51,755   | \$51,755   |  |  |
| 210  | Annual Revenues                            | \$51,755                                   | \$51,755   | φ51,755    | \$51,755   | ψ51,755    | \$51,755   |  |  |
|      | 8 Cubic Yard Container - 2 Pick Ups        |                                            |            |            |            |            |            |  |  |
| 219  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 220  | Annual Units                               | 28                                         | 28         | 28         | 28         | 28         | 28         |  |  |
| 221  | Estimated Maximum Trips                    | 2,912                                      | 2,912      | 2,912      | 2,912      | 2,912      | 2,912      |  |  |
| 222  | Estimated Maximum Cubic Yardage            | 23,296                                     | 23,296     | 23,296     | 23,296     | 23,296     | 23,296     |  |  |
| 223  | Monthly Charge per Unit                    | \$784.16                                   | \$784.16   | \$784.16   | \$784.16   | \$784.16   | \$784.16   |  |  |
| 224  | Annual Revenues                            | \$263,478                                  | \$263,478  | \$263,478  | \$263,478  | \$263,478  | \$263,478  |  |  |
|      | 8 Cubic Yard Container - 3 Pick Ups        |                                            |            |            |            |            |            |  |  |
| 225  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 226  | Annual Units                               | 4                                          | 4          | 4          | 4          | 4          | 4          |  |  |
| 227  | Estimated Maximum Trips                    | 624                                        | 624        | 624        | 624        | 624        | 624        |  |  |
| 228  | Estimated Maximum Cubic Yardage            | 4,992                                      | 4,992      | 4,992      | 4,992      | 4,992      | 4,992      |  |  |
| 229  | Monthly Charge per Unit                    | \$1,176.24                                 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 | \$1,176.24 |  |  |
| 230  | Annual Revenues                            | \$56,460                                   | \$56,460   | \$56,460   | \$56,460   | \$56,460   | \$56,460   |  |  |
|      |                                            |                                            |            |            |            |            |            |  |  |
| 001  | 8 Cubic Yard Container - 4 Pick Ups        | <b>NT/A</b>                                | 0          | 0          | 0          | 0          | 0          |  |  |
| 231  | Annual Growth                              | N/A                                        | 0          | 0          | 0          | 0          | 0          |  |  |
| 232  | Annual Units                               | 1                                          | 1          | 1          | 1          | 1          | 1          |  |  |
| 233  | Estimated Maximum Trips                    | 208                                        | 208        | 208        | 208        | 208        | 208        |  |  |
| 234  | Estimated Maximum Cubic Yardage            | 1,664                                      | 1,664      | 1,664      | 1,664      | 1,664      | 1,664      |  |  |
| 235  | Monthly Charge per Unit                    | \$1,568.32                                 | \$1,568.32 | \$1,568.32 | \$1,568.32 | \$1,568.32 | \$1,568.32 |  |  |
| 236  | Annual Revenues                            | \$18,820                                   | \$18,820   | \$18,820   | \$18,820   | \$18,820   | \$18,820   |  |  |
|      | 8 Cubic Yard Container - 5 Pick Ups        |                                            |            |            |            |            |            |  |  |
| 237  | Annual Growth                              | N/A                                        | 1          | 0          | 1          | 0          | 0          |  |  |
| 238  | Annual Units                               | 2                                          | 3          | 3          | 4          | 4          | 4          |  |  |
| 239  | Estimated Maximum Trips                    | 520                                        | 780        | 780        | 1,040      | 1,040      | 1,040      |  |  |
| 240  | Estimated Maximum Cubic Yardage            | 4,160                                      | 6,240      | 6,240      | 8,320      | 8,320      | 8,320      |  |  |
| 241  | Monthly Charge per Unit                    | \$1,960.40                                 | \$1,960.40 | \$1,960.40 | \$1,960.40 | \$1,960.40 | \$1,960.40 |  |  |
| 242  | Annual Revenues                            | \$47,050                                   | \$70,574   | \$70,574   | \$94,099   | \$94,099   | \$94,099   |  |  |
|      |                                            | ·                                          |            | -          |            |            |            |  |  |

| Line |                                            | Projected Fiscal Year Ending September 30, |             |             |             |             |             |  |  |  |
|------|--------------------------------------------|--------------------------------------------|-------------|-------------|-------------|-------------|-------------|--|--|--|
| No.  | Description                                | 2023                                       | 2024        | 2025        | 2026        | 2027        | 2028        |  |  |  |
| 243  | Total Commercial Dumpster Service          | \$1,134,483                                | \$1,159,185 | \$1,229,759 | \$1,253,284 | \$1,323,858 | \$1,408,547 |  |  |  |
| 244  | 4.0 % Discount for Residential Prepayments | (\$23,687)                                 | (\$23,915)  | (\$24,163)  | (\$24,411)  | (\$24,659)  | (\$24,907)  |  |  |  |
| 245  | Total Revenues                             | \$2,148,775                                | \$2,178,933 | \$2,255,460 | \$2,284,938 | \$2,361,465 | \$2,452,107 |  |  |  |

#### Projected Operating and Miscellaneous Revenue at Existing Rates

| Line |                                    | General Ledger | Historical Fis | cal Year Ended S | eptember 30, | Budgeted    |             | Adjusted    | Escalation    |             | Projected Fisc | al Year Ending S | eptember 30, |             |
|------|------------------------------------|----------------|----------------|------------------|--------------|-------------|-------------|-------------|---------------|-------------|----------------|------------------|--------------|-------------|
| No.  | Description                        | Account Number | 2020           | 2021             | 2022         | 2023 [1]    | Adjustments | 2023        | Reference [2] | 2024        | 2025           | 2026             | 2027         | 2028        |
|      | SYSTEM REVENUES                    |                |                |                  |              |             |             |             |               |             |                |                  |              |             |
|      | Charges for Service                |                |                |                  |              |             |             |             |               |             |                |                  |              |             |
| 1    | Commercial Assessment - SWA        | 404-343.410    | \$84,263       | \$89,628         | \$89,251     | \$0         | \$0         | \$0         | Eliminate     | \$0         | \$0            | \$0              | \$0          | \$0         |
| 2    | Commercial User Fees - TLP         | 404-343.420    | 840,264        | 932,889          | 934,716      | 1,117,400   | 17,083      | 1,134,483   | Calculated    | 1,604,979   | 1,675,554      | 1,699,079        | 1,769,653    | 1,854,342   |
| 3    | Residential Assessments - SWA      | 404-343.500    | 798,898        | 848,818          | 845,787      | 990,000     | (39,600)    | 950,400     | Calculated    | 573,953     | 579,906        | 585,859          | 591,812      | 597,765     |
| 4    | Residential User Fees - TLP        | 404-343.510    | 4,632          | 10,996           | (861)        | 5,000       | 0           | 5,000       | Constant      | 5,000       | 5,000          | 5,000            | 5,000        | 5,000       |
| 5    | Recycling Income                   | 404-343.610    | 127            | 0                | 4,662        | 2,000       | 0           | 2,000       | Constant      | 2,000       | 2,000          | 2,000            | 2,000        | 2,000       |
| 6    | Total Charges for Service          |                | \$1,728,183    | \$1,882,331      | \$1,873,555  | \$2,114,400 | (\$22,517)  | \$2,091,883 |               | \$2,185,933 | \$2,262,460    | \$2,291,938      | \$2,368,465  | \$2,459,107 |
|      | Other Revenues                     |                |                |                  |              |             |             |             |               |             |                |                  |              |             |
| 7    | Delinquent Refuse Assessments      | 404-311.120    | \$671          | \$124            | \$0          | \$0         | \$0         | \$0         | Constant      | \$0         | \$0            | \$0              | \$0          | \$0         |
| 8    | FEMA/State Hurricane Relief        | 404-331.500    | 3,461          | 0                | 0            | 0           | 0           | 0           | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 9    | Cares Act Covid Relief             | 404-331.560    | 34,935         | 0                | 0            | 0           | 0           | 0           | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 10   | Service Charge - Dishonored Checks | 404-349.100    | 0              | 0                | 0            | 0           | 81          | 81          | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 11   | Penalties                          | 404-354.100    | 8,910          | 21,390           | 17,175       | 14,000      | 0           | 14,000      | Constant      | 14,000      | 14,000         | 14,000           | 14,000       | 14,000      |
| 12   | Interest Earnings [3]              | 404-361.100    | 3,973          | 504              | 2,690        | 0           | 0           | 0           | Constant      | 0           | 0              | 0                | 0            | 0           |
| 13   | Interest Tax Collector [3]         | 404-361.110    | 175            | 57               | 0            | 0           | 0           | 0           | Constant      | 0           | 0              | 0                | 0            | 0           |
| 14   | Sale of Surplus Property           | 404-364.100    | 35,735         | 0                | 6,477        | 0           | 56,543      | 56,543      | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 15   | Miscellaneous Revenue              | 404-369.100    | 1,287          | 698              | 79           | 0           | 3,616       | 3,616       | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 16   | Container Proceeds                 | 404-369.200    | 0              | 0                | 1,471        | 0           | 0           | 0           | Constant      | 0           | 0              | 0                | 0            | 0           |
| 17   | Locking Device Proceeds            | 404-369.300    | 715            | 455              | 195          | 500         | 0           | 500         | Constant      | 500         | 500            | 500              | 500          | 500         |
| 18   | Service Reinstatement Fees         | 404-369.400    | 0              | 0                | 100          | 0           | 100         | 100         | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 19   | Transfer from General Fund         | 404-399.100    | 0              | 108,000          | 0            | 0           | 0           | 0           | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 20   | Balance Brought Forward [4]        | 404-399.999    | 0              | 0                | 0            | 317,993     | (317,993)   | 0           | Eliminate     | 0           | 0              | 0                | 0            | 0           |
| 21   | Total Other Sources                |                | \$89,863       | \$131,227        | \$28,187     | \$332,493   | (\$257,653) | \$74,840    |               | \$14,500    | \$14,500       | \$14,500         | \$14,500     | \$14,500    |
| 22   | TOTAL SYSTEM REVENUES              |                | \$1,818,047    | \$2,013,558      | \$1,901,742  | \$2,446,893 | (\$280,169) | \$2,166,724 |               | \$2,200,433 | \$2,276,960    | \$2,306,438      | \$2,382,965  | \$2,473,607 |

Footnotes:

[1] Based on budgeted figures for the Fiscal Year 2023 revised Budget. FY23 amounts exclude any rate increase or index that was assumed in the budget.

[2] Escalation factors and attributes derived from Table 5.

[3] Interest earnings, if any, was removed from this schedule which is then calculated in Table 9 based on the annual average balance of each fund.

[4] Transfers from Retained Earnings reflect the amount of annual expenditures in excess of revenues for each Fiscal Year. Such amounts, if any, are calculated in Table 10.

# Fiscal Year 2023 Sanitation Operating Budget

| Line<br>No. | Description                                 | General Ledger<br>Account Number | Budget [1]<br>2023 | Adjustments | Adjusted<br>2023 |
|-------------|---------------------------------------------|----------------------------------|--------------------|-------------|------------------|
|             |                                             |                                  |                    |             |                  |
|             | Personal Services                           |                                  |                    | <b>\$</b> 0 | <b>**</b>        |
| 1           | Regular Salaries                            | 404-53-534-404-12000             | \$347,047          | \$0         | \$347,047        |
| 2           | Overtime Salaries                           | 404-53-534-404-14000             | 18,000             | 0           | 18,000           |
| 3           | Special Pay                                 | 404-53-534-404-15000             | 3,000              | 0           | 3,000            |
| 4           | FICA                                        | 404-53-534-404-21000             | 31,739             | 0           | 31,739           |
| 5           | Retirement                                  | 404-53-534-404-22000             | 25,877             | 0           | 25,877           |
| 6           | Town Retirement Matching                    | 404-53-534-404-22100             | 9,172              | 0           | 9,172            |
| 7           | Health Insurance                            | 404-53-534-404-23100             | 114,211            | 0           | 114,211          |
| 8           | Insurance - Dental                          | 404-53-534-404-23200             | 3,654              | 0           | 3,654            |
| 9           | Insurance - Life                            | 404-53-534-404-23300             | 1,041              | 0           | 1,041            |
| 10          | Insurance - Vision                          | 404-53-534-404-23400             | 495                | 0           | 495              |
| 11          | Disability                                  | 404-53-534-404-23500             | 3,778              | 0           | 3,778            |
| 12          | Worker's Compensation Insurance             | 404-53-534-404-24000             | 21,129             | 0           | 21,129           |
| 13          | Total Personal Services                     |                                  | \$579,143          | \$0         | \$579,143        |
|             |                                             |                                  |                    |             |                  |
| 14          | Operating Expenses<br>Professional Services | 404-53-534-404-31000             | \$60,734           | \$0         | \$60,734         |
| 14          | Contractual Services                        | 404-53-534-404-34000             | 44,902             | 0<br>0      | 44,902           |
| 15          |                                             |                                  | 315,000            | 92,400      | 44,902           |
|             | Disposal Fees - Garbage                     | 404-53-534-404-34310             |                    |             | -                |
| 17          | Travel & Training                           | 404-53-534-404-40000             | 1,000              | 0           | 1,000            |
| 18          | Telephone                                   | 404-53-534-404-41100             | 2,280              | 0           | 2,280            |
| 19          | Postage & Shipping                          | 404-53-534-404-41200             | 1,600              | 0           | 1,600            |
| 20          | Rentals                                     | 404-53-534-404-44100             | 20,000             | 0           | 20,000           |
| 21          | Capital Leases                              | 404-53-534-404-44200             | 6,000              | 0           | 6,000            |
| 22          | Insurance                                   | 404-53-534-404-45000             | 51,447             | 0           | 51,447           |
| 23          | Repair & Maintenance                        | 404-53-534-404-46000             | 160,137            | 0           | 160,137          |
| 24          | Vehicle Parts & Supplies                    | 404-53-534-404-46300             | 127,379            | 0           | 127,379          |
| 25          | Printing                                    | 404-53-534-404-47000             | 2,500              | 0           | 2,500            |
| 26          | Advertising                                 | 404-53-534-404-48100             | 9,000              | 0           | 9,000            |
| 27          | Uniforms & Clothing                         | 404-53-534-404-49400             | 10,800             | 0           | 10,800           |
| 28          | Office Supplies                             | 404-53-534-404-51000             | 1,000              | 0           | 1,000            |
| 29          | Operating Supplies                          | 404-53-534-404-52000             | 20,403             | 0           | 20,403           |
| 30          | Gasoline & Diesel Fuel                      | 404-53-534-404-52100             | 83,300             | 0           | 83,300           |
| 31          | Small Tools & Others                        | 404-53-534-404-52200             | 500                | 0           | 500              |
| 32          | Containers                                  | 404-53-534-404-52400             | 120,000            | 0           | 120,000          |
| 33          | Memberships, Dues & Subscriptions           | 404-53-534-404-54200             | 500                | 0           | 500              |
| 34          | Total Operating Expenses                    |                                  | \$1,038,482        | \$92,400    | \$1,130,882      |
| 35          | Total Depreciation                          | 404-53-534-404-59000             | \$0                | \$0         | \$0              |
|             | Capital Outlay [2]                          |                                  |                    |             |                  |
| 36          | Improvements-Dumpster Enclosure             | 404-53-534-404-63101             | \$5,000            | (\$5,000)   | \$0              |
| 37          | Machinery & Equipment                       | 404-53-534-404-64100             | 153,000            | (153,000)   | 0                |
| 38          | Total Capital Outlay                        |                                  | \$158,000          | (\$158,000) | \$0              |

#### Fiscal Year 2023 Sanitation Operating Budget

| Line<br>No. | Description                       | General Ledger<br>Account Number | Budget [1]<br>2023 | Adjustments | Adjusted<br>2023 |
|-------------|-----------------------------------|----------------------------------|--------------------|-------------|------------------|
|             |                                   |                                  |                    |             |                  |
|             | Debt Service [3]                  |                                  |                    |             |                  |
| 39          | Principal                         | 404-53-534-404-71000             | \$122,987          | (\$122,987) | \$0              |
| 40          | Interest                          | 404-53-534-404-72000             | 5,256              | (5,256)     | 0                |
| 41          | Total Debt Service                |                                  | \$128,243          | (\$128,243) | \$0              |
| 42          | Total Grants & Aids               | Grants and Aid                   | \$0                | \$0         | \$0              |
|             | <u>Other</u>                      |                                  |                    |             |                  |
| 43          | Transfer to General Fund [3]      | 404-53-534-404-99110             | \$31,435           | (\$31,435)  | \$0              |
| 44          | Indirect Cost Allocation          | 404-53-534-404-99404             | 511,527            | 0           | 511,527          |
| 45          | Total Other                       |                                  | \$542,962          | (\$31,435)  | \$511,527        |
|             | Adjustments                       |                                  |                    |             |                  |
| 46          | Other Adjustments                 | Adjustments                      | \$0                | \$0         | \$0              |
| 47          | Total Adjustments                 |                                  | \$0                | \$0         | \$0              |
|             | Additional Charges                |                                  |                    |             |                  |
| 48          | Additional Personnel Costs        | AddPer                           | \$0                | \$0         | \$0              |
| 49          | Additional Operating Costs        | AddOps                           | 0                  | 0           | 0                |
| 50          | Additional Maintenance Costs      | AddMaint                         | 0                  | 0           | 0                |
| 51          | Bad Debt Expense - 0.25% [4]      | BadDebt                          | 0                  | 5,230       | 5,230            |
| 52          | Operating Contingency - 1.00% [5] | Contingency                      | 0                  | 22,268      | 22,268           |
| 53          | Total Additional Charges          |                                  | \$0                | \$27,498    | \$27,498         |
| 54          | Total Sanitation Expenses         |                                  | \$2,446,830        | (\$197,780) | \$2,249,050      |

Footnotes:

[1] Amounts reflect the expenditures for Fiscal Year 2023 as provided by City staff.

[2] Amount removed from operating expenses and shown separately as part of the capital plan.

[3] Amount removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.

[4] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.

[5] An allowance for operating cost contingenies was assumed at 1.00% of expenses per year for conservatism.

# Projection of Operating Expenses - Fiscal Years 2023 - 2028

| Line  |                                 | Adjusted [1] | Escalation    |           | Projected Fisca             | l Year Ending Se | ptember 30,       |           |  |
|-------|---------------------------------|--------------|---------------|-----------|-----------------------------|------------------|-------------------|-----------|--|
| No. I | Description                     | 2023         | Reference [2] | 2024      | 2025                        | 2026             | 2027              | 2028      |  |
|       |                                 |              |               |           |                             |                  |                   |           |  |
|       | Personal Services               |              |               |           | <b>*</b> 4 • 4 • <b>*</b> • |                  | <b>* **</b> * *** |           |  |
| 1     | Regular Salaries                | \$347,047    | Labor         | \$386,402 | \$401,858                   | \$417,933        | \$434,650         | \$452,036 |  |
| 2     | Overtime Salaries               | 18,000       | Labor         | 20,041    | 20,843                      | 21,677           | 22,544            | 23,445    |  |
| 3     | Special Pay                     | 3,000        | Labor         | 3,340     | 3,474                       | 3,613            | 3,757             | 3,908     |  |
| 4     | FICA                            | 31,739       | Labor         | 35,338    | 36,752                      | 38,222           | 39,751            | 41,341    |  |
| 5     | Retirement                      | 25,877       | Labor         | 28,811    | 29,964                      | 31,162           | 32,409            | 33,705    |  |
| 6     | Town Retirement Matching        | 9,172        | Labor         | 10,212    | 10,621                      | 11,045           | 11,487            | 11,947    |  |
| 7     | Health Insurance                | 114,211      | Ins-Health    | 131,343   | 151,044                     | 173,701          | 199,756           | 229,719   |  |
| 8     | Insurance - Dental              | 3,654        | Ins-Health    | 4,202     | 4,832                       | 5,557            | 6,391             | 7,349     |  |
| 9     | Insurance - Life                | 1,041        | Ins-Health    | 1,197     | 1,377                       | 1,583            | 1,821             | 2,094     |  |
| 10    | Insurance - Vision              | 495          | Ins-Health    | 569       | 655                         | 753              | 866               | 996       |  |
| 11    | Disability                      | 3,778        | Ins-Health    | 4,345     | 4,996                       | 5,746            | 6,608             | 7,599     |  |
| 12    | Worker's Compensation Insurance | 21,129       | Worker Comp   | 22,608    | 23,512                      | 24,453           | 25,431            | 26,448    |  |
| 13    | Total Personal Services         | \$579,143    | -             | \$648,409 | \$689,928                   | \$735,444        | \$785,469         | \$840,587 |  |
|       | Operating Expenses              |              |               |           |                             |                  |                   |           |  |
| 14    | Professional Services           | \$60,734     | Contract      | \$10,163  | \$10,570                    | \$10,993         | \$11,432          | \$73,890  |  |
| 15    | Contractual Services            | 44,902       | Contract      | 46,698    | 48,566                      | 50,509           | 52,529            | 54,630    |  |
| 16    | Disposal Fees - Garbage [3]     | 407,400      | Calculated    | 414,067   | 442,434                     | 469,941          | 498,733           | 528,851   |  |
| 17    | Travel & Training               | 1,000        | Inflation     | 1,030     | 1,061                       | 1,093            | 1,126             | 1,159     |  |
| 18    | Telephone                       | 2,280        | Inflation     | 2,348     | 2,419                       | 2,491            | 2,566             | 2,643     |  |
| 19    | Postage & Shipping              | 1,600        | Accounts/Inf  | 1,666     | 1,735                       | 1,807            | 1,882             | 1,960     |  |
| 20    | Rentals                         | 20,000       | Inflation     | 20,600    | 21,218                      | 21,855           | 22,510            | 23,185    |  |
| 21    | Capital Leases                  | 6,000        | VehLease      | 9,245     | 9,708                       | 10,193           | 10,703            | 11,238    |  |
| 22    | Insurance                       | 51,447       | Insurance     | 59,164    | 68,039                      | 78,244           | 89,981            | 103,478   |  |
| 23    | Repair & Maintenance            | 160,137      | Repair        | 164,941   | 169,889                     | 174,986          | 180,236           | 185,643   |  |
| 24    | Vehicle Parts & Supplies        | 127,379      | Repair        | 131,200   | 135,136                     | 139,190          | 143,366           | 147,667   |  |
| 25    | Printing                        | 2,500        | Accounts/Inf  | 2,604     | 2,711                       | 2,824            | 2,941             | 3,063     |  |
| 26    | Advertising                     | 9,000        | Accounts/Inf  | 9,373     | 9,760                       | 10,167           | 10,589            | 11,027    |  |
| 27    | Uniforms & Clothing             | 10,800       | Inflation     | 11,124    | 11,458                      | 11,801           | 12,155            | 12,520    |  |
| 28    | Office Supplies                 | 1,000        | Inflation     | 1,030     | 1,061                       | 1,093            | 1,126             | 1,159     |  |
| 29    | Operating Supplies              | 20,403       | Inflation     | 21,015    | 21,646                      | 22,295           | 22,964            | 23,653    |  |
| 30    | Gasoline & Diesel Fuel          | 83,300       | Hauling       | 90,735    | 98,833                      | 107,011          | 115,765           | 125,131   |  |
| 31    | Small Tools & Others            | 500          | Inflation     | 515       | 530                         | 546              | 563               | 580       |  |

# **Projection of Operating Expenses - Fiscal Years 2023 - 2028**

| Line |                                   | Adjusted [1] | Escalation    |             | Projected Fiscal Year Ending September 30, |             |             |             |  |  |
|------|-----------------------------------|--------------|---------------|-------------|--------------------------------------------|-------------|-------------|-------------|--|--|
| No.  | Description                       | 2023         | Reference [2] | 2024        | 2025                                       | 2026        | 2027        | 2028        |  |  |
| 32   | Containers                        | 120,000      | Repair        | 145,600     | 127,968                                    | 131,807     | 135,761     | 139,834     |  |  |
| 33   | Memberships, Dues & Subscriptions | 500          | Inflation     | 515         | 530                                        | 546         | 563         | 580         |  |  |
| 34   | Total Operating Expenses          | \$1,130,882  |               | \$1,143,634 | \$1,185,272                                | \$1,249,393 | \$1,317,491 | \$1,451,892 |  |  |
| 35   | Total Depreciation                | \$0          | Eliminate     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
|      | Capital Outlay [4]                |              |               |             |                                            |             |             |             |  |  |
| 36   | Improvements-Dumpster Enclosure   | \$0          | Eliminate     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
| 37   | Machinery & Equipment             | 0            | Eliminate     | 0           | 0                                          | 0           | 0           | 0           |  |  |
| 38   | Total Capital Outlay              | \$0          |               | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
|      | Debt Service [5]                  |              |               |             |                                            |             |             |             |  |  |
| 39   | Principal                         | \$0          | Eliminate     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
| 40   | Interest                          | 0            | Eliminate     | 0           | 0                                          | 0           | 0           | 0           |  |  |
| 41   | Total Debt Service                | \$0          |               | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
| 42   | Total Grants & Aids               | \$0          | Inflation     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
|      | Other                             |              |               |             |                                            |             |             |             |  |  |
| 43   | Transfer to General Fund [5]      | \$0          | Eliminate     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
| 44   | Indirect Cost Allocation          | 511,527      | Labor         | 569,534     | 592,316                                    | 616,008     | 640,648     | 666,274     |  |  |
| 45   | Total Other                       | \$511,527    |               | \$569,534   | \$592,316                                  | \$616,008   | \$640,648   | \$666,274   |  |  |
|      | Adjustments                       |              |               |             |                                            |             |             |             |  |  |
| 46   | Other Adjustments                 | \$0          | Inflation     | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |
| 47   | Total Adjustments                 | \$0          |               | \$0         | \$0                                        | \$0         | \$0         | \$0         |  |  |

#### Projection of Operating Expenses - Fiscal Years 2023 - 2028

| Line |                                   | Adjusted [1] | Escalation    |             | Projected Fisca | al Year Ending S | eptember 30, |             |
|------|-----------------------------------|--------------|---------------|-------------|-----------------|------------------|--------------|-------------|
| No.  | Description                       | 2023         | Reference [2] | 2024        | 2025            | 2026             | 2027         | 2028        |
|      | Additional Charges                |              |               |             |                 |                  |              |             |
| 48   | Additional Personnel Costs [6]    | \$0          | Labor         | \$0         | \$156,762       | \$163,033        | \$169,554    | \$176,336   |
| 49   | Additional Operating Costs        | 0            | Inflation     | 0           | 0               | 0                | 0            | 0           |
| 50   | Additional Maintenance Costs      | 0            | Inflation     | 0           | 0               | 0                | 0            | 0           |
| 51   | Bad Debt Expense - 0.25% [7]      | 5,230        | Calculated    | 8,088       | 8,622           | 8,997            | 9,576        | 10,241      |
| 52   | Operating Contingency - 1.00% [8] | 22,268       | Calculated    | 23,697      | 26,329          | 27,729           | 29,227       | 31,453      |
| 53   | Total Additional Charges          | \$27,498     |               | \$31,785    | \$191,713       | \$199,758        | \$208,357    | \$218,030   |
| 54   | TOTAL OPERATING EXPENSES          | \$2,249,050  |               | \$2,393,362 | \$2,659,229     | \$2,800,604      | \$2,951,966  | \$3,176,784 |
| 55   | Annual Rate of Change             | N/A          |               | 6.42%       | 11.11%          | 5.32%            | 5.40%        | 7.62%       |

#### Footnotes:

[1] Adjusted Budget Fiscal Year 2023 amounts shown derived from Table 3.

[2] Escalation references derived from Table 5.

[3] Disposal costs shown based on tonnage projections as developed on Table 6.

[4] Amounts removed from operating expenses and shown separately as part of the capital plan on Table 7.

[5] Amounts removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.

[6] Amounts shown reflect one additional Sanitation Truck Operator II and one additional Solid Waste Code Officer being added in 2025.

[7] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.

[8] An allowance for operating cost contingenies was assumed at 1.00% of expenses per year for conservatism.

# **Summary of Operating Expense Escalation Factors**

|                                            | Escalation                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Р                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | rojected Fiscal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Year Ending Se                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | eptember 30,                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description                                | Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2027                                                   | 2028                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1 0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 0000                                                 | 1 0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                        | 1.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                            | Eliminate                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.0000                                                 | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| General Inflation (CPI)                    | Inflation                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0300                                                 | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Labor Escalator                            | Labor                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.1134                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0400                                                 | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Contract Labor                             | Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0400                                                 | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Life/Health/Disability Insurance Escalator | Ins-Health                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.1500                                                 | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Workers Compensation                       | Worker Comp                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.0700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0400                                                 | 1.0400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| General Insurance Factor                   | Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.1500                                                 | 1.1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Repair and Maintenance                     | Repair                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0300                                                 | 1.0300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Fuel                                       | Fuel                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0500                                                 | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Utility Expenses                           | Utility                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.1151                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0500                                                 | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Growth in Disposal + Fuel                  | Hauling                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.0893                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0893                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0827                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0818                                                 | 1.0809                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Marginal Adjustment Factor                 | Marginal                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.0100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0100                                                 | 1.0100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Operating Leases - Vehicles                | VehLease                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.5409                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0500                                                 | 1.0500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Customer Accounts                          | Accounts                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.0111                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0113                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0112                                                 | 1.0111                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Customer Units                             | Units                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.0089                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0125                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0091                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0122                                                 | 1.0124                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Customer Accounts + Inlfation              | Accounts/Inf                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1.0414                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0413                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0417                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0415                                                 | 1.0414                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Customer Units + Inflation                 | Units/Inf                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1.0392                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0429                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0393                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0426                                                 | 1.0428                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Trips                              | Trips                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.0094                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0146                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0097                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0142                                                 | 1.0145                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Maximum Cubic Yards                        | Yards                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1.0129                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0286                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0123                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0274                                                 | 1.0311                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Estimate Tonnage                           | Tons                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.0164                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.0374                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.0312                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.0303                                                 | 1.0294                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                            | Constant<br>Eliminate<br>General Inflation (CPI)<br>Labor Escalator<br>Contract Labor<br>Life/Health/Disability Insurance Escalator<br>Workers Compensation<br>General Insurance Factor<br>Repair and Maintenance<br>Fuel<br>Utility Expenses<br>Growth in Disposal + Fuel<br>Marginal Adjustment Factor<br>Operating Leases - Vehicles<br>Customer Accounts<br>Customer Units<br>Customer Units + Inflation<br>Customer Units + Inflation<br>Maximum Trips<br>Maximum Cubic Yards | DescriptionReferenceConstantConstantEliminateEliminateGeneral Inflation (CPI)InflationLabor EscalatorLaborContract LaborContractLife/Health/Disability Insurance EscalatorIns-HealthWorkers CompensationWorker CompGeneral Insurance FactorInsuranceRepair and MaintenanceRepairFuelFuelUtility ExpensesUtilityGrowth in Disposal + FuelHaulingMarginal Adjustment FactorMarginalOperating Leases - VehiclesVehLeaseCustomer AccountsAccountsCustomer UnitsInflationMaximum TripsTripsMaximum Cubic YardsYards | DescriptionReference2024ConstantConstant1.0000EliminateEliminate0.0000General Inflation (CPI)Inflation1.0300Labor EscalatorLabor1.1134Contract LaborContract1.0400Life/Health/Disability Insurance EscalatorIns-Health1.1500Workers CompensationWorker Comp1.0700General Insurance FactorInsurance1.1500Repair and MaintenanceRepair1.0300FuelFuel1.0500Utility ExpensesUtility1.1151Growth in Disposal + FuelHauling1.0893Marginal Adjustment FactorMarginal1.0100Operating Leases - VehiclesVehLease1.5409Customer AccountsInflationUnits1.0089Customer UnitsUnits1.0089Customer Units + InflationAccounts/Inf1.0414Customer Units + InflationUnits/Inf1.0392Maximum TripsTrips1.0094Maximum Cubic YardsYards1.0129 | DescriptionReference $2024$ $2025$ ConstantConstant1.00001.0000EliminateEliminate0.00000.0000General Inflation (CPI)Inflation1.03001.0300Labor EscalatorLabor1.11341.0400Contract LaborContract1.04001.0400Life/Health/Disability Insurance EscalatorIns-Health1.1500Workers CompensationWorker Comp1.07001.0400General Insurance FactorInsurance1.15001.1500Repair and MaintenanceRepair1.03001.0300FuelFuel1.05001.0500Utility ExpensesUtility1.11511.0500Growth in Disposal + FuelHauling1.08931.0893Marginal Adjustment FactorMarginal1.01101.0100Operating Leases - VehiclesVehLease1.54091.0500Customer AccountsAccounts1.01111.0110Customer UnitsUnits1.00891.0125Customer Units + InflationVenits/Inf1.03921.0429Maximum TripsTrips1.00941.0146Maximum Cubic YardsYards1.01291.0286 | $\begin{array}{c c c c c c c c c c c c c c c c c c c $ | Description         Reference         2024         2025         2026         2027           Constant         Constant         1.0000         1.0000         1.0000         1.0000           Eliminate         Constant         1.0000         1.0000         1.0000         0.0000           General Inflation (CPI)         Inflation         1.0300         1.0300         1.0300         1.0300           Labor         Labor         1.1134         1.0400         1.0400         1.0400           Contract Labor         Contract         1.0400         1.0400         1.0400           Life/Health/Disability Insurance Escalator         Ins-Health         1.1500         1.1500         1.1500           Workers Compensation         Worker Comp         1.0700         1.0400         1.0400         1.0400           General Insurance Factor         Insurance         Repair         1.0300         1.0300         1.0300         1.0300           Fuel         Fuel         1.0500         1.0500         1.0500         1.0500         1.0500           General Insurance         Repair         1.0300         1.0300         1.0300         1.0300           Fuel         1.0500         1.0500         1.0500         1.0500 |

#### **Projection of Annual Disposal Fees**

| Line |                                            |           | Projected I | Fiscal Year Endir | ig September 30, | [1] [2]   |           |  |
|------|--------------------------------------------|-----------|-------------|-------------------|------------------|-----------|-----------|--|
| No.  | Description                                | 2023      | 2024        | 2025              | 2026             | 2027      | 2028      |  |
|      |                                            |           |             |                   |                  |           |           |  |
|      | Residential - All Classes                  |           |             |                   |                  |           |           |  |
| 1    | Growth in Weight                           | N/A       | 1.0%        | 1.0%              | 1.0%             | 1.0%      | 1.0%      |  |
| 2    | Chargeable Weight - Base (Tons)            | 2,300     | 2,323       | 2,346             | 2,370            | 2,393     | 2,417     |  |
| 3    | Chargeable Weight - Yard Waste Base (Tons) | 342       | 345         | 349               | 352              | 356       | 359       |  |
| 4    | Chargeable Weight - Bulk Waste (Tons)      | 373       | 377         | 380               | 384              | 388       | 392       |  |
| 5    | Chargeable Weight (Tons)                   | 3,015     | 3,045       | 3,075             | 3,106            | 3,137     | 3,169     |  |
| 6    | Rate per Ton                               | \$42.00   | \$42.00     | \$43.26           | \$44.56          | \$45.90   | \$47.28   |  |
| 7    | Annual Charges                             | \$126,624 | \$127,891   | \$133,045         | \$138,413        | \$144,001 | \$149,814 |  |
|      | Commercial - All Classes                   |           |             |                   |                  |           |           |  |
| 8    | Growth in Weight                           | N/A       | 2.2%        | 6.2%              | 4.9%             | 4.7%      | 4.5%      |  |
| 9    | Chargeable Weight - Base (Tons)            | 5,100     | 5,213       | 5,535             | 5,807            | 6,079     | 6,351     |  |
| 10   | Chargeable Weight - Yard Waste Base (Tons) | 758       | 766         | 773               | 781              | 789       | 797       |  |
| 11   | Chargeable Weight - Bulk Waste (Tons)      | 827       | 835         | 844               | 852              | 861       | 869       |  |
| 12   | Chargeable Weight (Tons)                   | 6,685     | 6,814       | 7,152             | 7,440            | 7,728     | 8,017     |  |
| 13   | Rate per Ton                               | \$42.00   | \$42.00     | \$43.26           | \$44.56          | \$45.90   | \$47.28   |  |
| 14   | Annual Charges                             | \$280,776 | \$286,176   | \$309,389         | \$331,528        | \$354,732 | \$379,037 |  |
|      | Total Department                           |           |             |                   |                  |           |           |  |
| 15   | Growth in Weight                           | N/A       | 1.6%        | 3.7%              | 3.1%             | 3.0%      | 2.9%      |  |
| 16   | Chargeable Weight (Tons)                   | 9,700     | 9,859       | 10,227            | 10,546           | 10,866    | 11,186    |  |
| 17   | Average Cost per Ton                       | \$42.00   | \$42.00     | \$43.26           | \$44.56          | \$45.90   | \$47.28   |  |
| 18   | Annual Charges                             | \$407,400 | \$414,067   | \$442,434         | \$469,941        | \$498,733 | \$528,851 |  |
| 19   | Rate of Change                             | N/A       | 1.64%       | 6.85%             | 6.22%            | 6.13%     | 6.04%     |  |

Footnotes:

[1] Amounts based on historical disposal trends as provided by the Town and adjusted for new development.

[2] Existing disposal levels assumed to increase annually by 1% per year for all classes except Commercial Base tonnages which are projected based on development information provided by the Town.

#### **Capital Funding Program**

| line |                                          | Funding     |           | Projected Fisc | al Year Ending Sept | ember 30, - Future D | ollars [1] |           | 6 Year     |
|------|------------------------------------------|-------------|-----------|----------------|---------------------|----------------------|------------|-----------|------------|
| Jo.  | Description                              | Reference   | 2023      | 2024           | 2025                | 2026                 | 2027       | 2028      | Totals     |
|      | CUMULATIVE INFLATIONARY ADJUSTM          | IENT FACTOR | 1.000     | 1.050          | 1.103               | 1.158                | 1.216      | 1.276     |            |
|      | Replacement of Vehicles                  |             |           |                |                     |                      |            |           |            |
| 1    | Autocar/Heil FEL - #45                   | Lease1      | \$329,999 | \$0            | \$0                 | \$0                  | \$0        | \$0       | \$329,99   |
| 2    | Mack/McNeilus FEL - #44                  | Lease4      | 0         | 346,499        | 0                   | 0                    | 0          | 0         | 346,49     |
| 3    | Mack/Heil TE64 FEL - #56                 | Lease8      | 0         | 0              | 0                   | 382,015              | 0          | 0         | 382,01     |
| 4    | Autocar/Heil ASL - #50                   | Lease2      | 357,549   | 0              | 0                   | 0                    | 0          | 0         | 357,54     |
| 5    | Mack/McNeilus ASL - #51                  | Lease5      | 0         | 375,426        | 0                   | 0                    | 0          | 0         | 375,42     |
| 6    | Mack/Heil LR64R ASL - #58                | Lease9      | 0         | 0              | 0                   | 413,908              | 0          | 0         | 413,90     |
| 7    | Peterson TL3 Grapple/International - #66 | Lease6      | 0         | 0              | 195,143             | 0                    | 0          | 0         | 195,14     |
| 8    | Peterson TL3 Grapple/International - #67 | Lease10     | 0         | 0              | 0                   | 204,900              | 0          | 0         | 204,90     |
| 9    | Peterson TL3 Grapple/Mack - #68          | REV         | 0         | 0              | 0                   | 0                    | 0          | 0         |            |
| 10   | 2005 IHC/Heil Rearloader - #42           | Lease7      | 0         | 0              | 308,700             | 0                    | 0          | 0         | 308,70     |
| 11   | Mack MD6 Container Handler - #59         | REV         | 0         | 0              | 0                   | 0                    | 0          | 0         |            |
| 12   | Chevy Silverado 1500 - #360              | REV         | 0         | 0              | 0                   | 0                    | 0          | 0         |            |
| 13   | Dodge Ram 1500 - #New                    | REV         | 0         | 0              | 0                   | 0                    | 0          | 0         |            |
| 14   | Total Vehicle Replacements               | —           | \$687,548 | \$721,925      | \$503,843           | \$1,000,822          | \$0        | \$0       | \$2,914,13 |
|      | Other Capital Requirements               |             |           |                |                     |                      |            |           |            |
| 15   | Capital Outlay - Dumpster Enclosures     | REV         | \$5,000   | \$0            | \$0                 | \$0                  | \$0        | \$0       | \$5,00     |
| 16   | A-Frame Gantry Crane - New               | REV         | 13,000    | 0              | 0                   | 0                    | 0          | 0         | 13,00      |
| 17   | Truck for Dumpsters - New                | Lease3      | 140,000   | 0              | 0                   | 0                    | 0          | 0         | 140,00     |
| 18   | Other Capital Outlay                     | REV         | 0         | 21,000         | 22,050              | 23,153               | 24,310     | 25,526    | 116,03     |
| 19   | Other Capital Outlay - Additional Truck  | Lease11     | 0         | 0              | 0                   | 0                    | 401,116    | 0         | 401,11     |
| 20   | Other Capital Outlay - Additional Truck  | Lease12     | 0         | 0              | 0                   | 0                    | 0          | 456,333   | 456,33     |
| 21   | Other 3                                  | REV         | 0         | 0              | 0                   | 0                    | 0          | 0         |            |
| 22   | Total Capital Projects                   | —           | \$158,000 | \$21,000       | \$22,050            | \$23,153             | \$425,426  | \$481,859 | \$1,131,48 |
| 23   | TOTAL CAPITAL PLAN                       |             | \$845,548 | \$742,925      | \$525,893           | \$1,023,975          | \$425,426  | \$481,859 | \$4,045,62 |

#### **Capital Funding Program**

| Line |                             | Funding   |           | Projected Fisc | al Year Ending Sept | ember 30, - Future D | ollars [1] |           | 6 Year      |
|------|-----------------------------|-----------|-----------|----------------|---------------------|----------------------|------------|-----------|-------------|
| No.  | Description                 | Reference | 2023      | 2024           | 2025                | 2026                 | 2027       | 2028      | Totals      |
|      | FUNDING SOURCES             |           |           |                |                     |                      |            |           |             |
| 24   | Operating Reserves          | OR        | \$0       | \$0            | \$0                 | \$0                  | \$0        | \$0       | \$0         |
| 25   | Operating Revenues          | REV       | 18,000    | 21,000         | 22,050              | 23,153               | 24,310     | 25,526    | 134,038     |
| 26   | Vehicle Replacement Fund    | VRF       | 0         | 0              | 0                   | 0                    | 0          | 0         | 0           |
| 27   | Other                       | OTHER     | 0         | 0              | 0                   | 0                    | 0          | 0         | 0           |
| 28   | Additional Vehicle Lease 1  | Lease1    | 329,999   | 0              | 0                   | 0                    | 0          | 0         | 329,999     |
| 29   | Additional Vehicle Lease 2  | Lease2    | 357,549   | 0              | 0                   | 0                    | 0          | 0         | 357,549     |
| 30   | Additional Vehicle Lease 3  | Lease3    | 140,000   | 0              | 0                   | 0                    | 0          | 0         | 140,000     |
| 31   | Additional Vehicle Lease 4  | Lease4    | 0         | 346,499        | 0                   | 0                    | 0          | 0         | 346,499     |
| 32   | Additional Vehicle Lease 5  | Lease5    | 0         | 375,426        | 0                   | 0                    | 0          | 0         | 375,426     |
| 33   | Additional Vehicle Lease 6  | Lease6    | 0         | 0              | 195,143             | 0                    | 0          | 0         | 195,143     |
| 34   | Additional Vehicle Lease 7  | Lease7    | 0         | 0              | 308,700             | 0                    | 0          | 0         | 308,700     |
| 35   | Additional Vehicle Lease 8  | Lease8    | 0         | 0              | 0                   | 382,015              | 0          | 0         | 382,015     |
| 36   | Additional Vehicle Lease 9  | Lease9    | 0         | 0              | 0                   | 413,908              | 0          | 0         | 413,908     |
| 37   | Additional Vehicle Lease 10 | Lease10   | 0         | 0              | 0                   | 204,900              | 0          | 0         | 204,900     |
| 38   | Additional Vehicle Lease 11 | Lease11   | 0         | 0              | 0                   | 0                    | 401,116    | 0         | 401,116     |
| 39   | Additional Vehicle Lease 12 | Lease12   | 0         | 0              | 0                   | 0                    | 0          | 456,333   | 456,333     |
| 40   | TOTAL FUNDING SOURCES       | -         | \$845,548 | \$742,925      | \$525,893           | \$1,023,975          | \$425,426  | \$481,859 | \$4,045,626 |

Footnotes:

[1] Amounts as provided by the City and include an escalation for inflation at 5% per year.

#### **Summary of Debt Service Payments**

| Line |                                                 | Fiscal Year Ending September 30th, |           |           |           |           |           |  |  |  |
|------|-------------------------------------------------|------------------------------------|-----------|-----------|-----------|-----------|-----------|--|--|--|
| No.  | Description                                     | 2023                               | 2024      | 2025      | 2026      | 2027      | 2028      |  |  |  |
|      | Existing Loan / Lease Payments [1]              |                                    |           |           |           |           |           |  |  |  |
| 1    | Side Loader Lease Payments                      | \$64,943                           | \$64,943  | \$0       | \$0       | \$0       | \$0       |  |  |  |
| 2    | Mack MD7 Grapple Truck Payments                 | 64,680                             | 64.680    | 64,680    | 0         | 0         | 0<br>0    |  |  |  |
| 3    | General Fund Loan                               | 31,435                             | 31,435    | 31,435    | 31,435    | 0         | 0         |  |  |  |
| 4    | Total Existing Loan / Lease Payments            | \$161,058                          | \$161,058 | \$96,115  | \$31,435  | \$0       | \$0       |  |  |  |
|      | Proposed Loan/Lease Payments [2]                |                                    |           |           |           |           |           |  |  |  |
| 5    | Additional Vehicle Lease 1                      | \$0                                | \$95,502  | \$95,502  | \$95,502  | \$95,502  | \$0       |  |  |  |
| 6    | Additional Vehicle Lease 2                      | 0                                  | 103,292   | 103,292   | 103,292   | 103,292   | 0         |  |  |  |
| 7    | Additional Vehicle Lease 3                      | 0                                  | 40,691    | 40,691    | 40,691    | 40,691    | 0         |  |  |  |
| 8    | Additional Vehicle Lease 4                      | 0                                  | 0         | 101,007   | 101,007   | 101,007   | 101,007   |  |  |  |
| 9    | Additional Vehicle Lease 5                      | 0                                  | 0         | 108,510   | 108,510   | 108,510   | 108,510   |  |  |  |
| 10   | Additional Vehicle Lease 6                      | 0                                  | 0         | 0         | 56,888    | 56,888    | 56,888    |  |  |  |
| 11   | Additional Vehicle Lease 7                      | 0                                  | 0         | 0         | 89,976    | 89,976    | 89,976    |  |  |  |
| 12   | Additional Vehicle Lease 8                      | 0                                  | 0         | 0         | 0         | 112,383   | 112,383   |  |  |  |
| 13   | Additional Vehicle Lease 9                      | 0                                  | 0         | 0         | 0         | 121,140   | 121,140   |  |  |  |
| 14   | Additional Vehicle Lease 10                     | 0                                  | 0         | 0         | 0         | 60,132    | 60,132    |  |  |  |
| 15   | Additional Vehicle Lease 11                     | 0                                  | 0         | 0         | 0         | 0         | 118,013   |  |  |  |
| 16   | Additional Vehicle Lease 12                     | 0                                  | 0         | 0         | 0         | 0         | 0         |  |  |  |
| 17   | Total Proposed Loan/Lease Payments              | \$0                                | \$239,485 | \$449,003 | \$595,867 | \$889,521 | \$768,048 |  |  |  |
| 18   | Total Existing and Proposed Loan/Lease Payments | \$161,058                          | \$400,543 | \$545,118 | \$627,302 | \$889,521 | \$768,048 |  |  |  |

Footnotes:

[1] Existign loan and lease amounts shown based on adjustments from Table 3 and include adjustments for an additional \$1,380 in annual interest costs.

[2] Projected lease payment amounts shown based on funding of capital program as shown on Table 7. Loans assume a payment term of 4 years and interest rates between 5.99% and 6.75%.

#### Table 9 Town of Lake Park Solid Waste Rate Study

#### **Projected Fund Balances and Interest Earnings**

| Line   |                                                  |             | Projected Fiscal Year Ending September 30, [1] |           |                       |                |                                         |             |  |  |
|--------|--------------------------------------------------|-------------|------------------------------------------------|-----------|-----------------------|----------------|-----------------------------------------|-------------|--|--|
| No.    | Description                                      | Reference   | 2023                                           | 2024      | 2025                  | 2026           | 2027                                    | 2028        |  |  |
|        | UNRESTRICTED OPERATING FUND                      |             |                                                |           |                       |                |                                         |             |  |  |
| 1      |                                                  |             | \$514,286                                      | \$264,903 | \$464,678             | \$720,175      | \$906,562                               | \$912,632   |  |  |
| 2      | Beginning Balance [2]<br>Transfers In - Revenues |             | 2,091,883                                      | 3,235,181 | 5404,078<br>3,448,894 | 3,598,645      | 3,830,367                               | 4,096,265   |  |  |
| 2      | Transfers Out - Net Revenue Requirements         |             | 2,091,883                                      | 3,035,406 | 3,193,397             | 3,412,258      | 3,824,297                               | 3,926,058   |  |  |
| 4      | Transfers Out - CIP                              |             | 2,541,207                                      | 3,035,400 | 3,193,397             | 5,412,258<br>0 | 5,824,297                               | 3,920,038   |  |  |
| 4<br>5 | Transfers Out (In) - Outside Sources             |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
| 6      | . ,                                              |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
| 7      | End of Year Transfer In / (Out)<br>Interest Rate |             | 3.00%                                          | 3.00%     | 3.00%                 | 3.00%          | 3.00%                                   | 3.00%       |  |  |
| 8      | Interest Income                                  | Short Term  | 12,000                                         | 11,000    | 18,000                | 24,000         | 27,000                                  | 30,000      |  |  |
| 0      | Transfer of Interest Income                      |             | 12,000                                         | 11,000    | 18,000                | 24,000         | 27,000                                  | 30,000      |  |  |
| 9      | to Revenue Fund                                  |             | 12,000                                         | 11,000    | 18,000                | 24,000         | 27,000                                  | 30,000      |  |  |
| 10     | Ending Balance                                   |             | \$264,903                                      | \$464,678 | \$720,175             | \$906,562      | \$912,632                               | \$1,082,840 |  |  |
| 10     | Ending Balance                                   | :           | \$204,903                                      | \$404,078 | \$720,175             | \$900,302      | \$912,032                               | \$1,082,840 |  |  |
|        | CONTINGENCY FUND - DEBRIS REMO                   | VAL CONTR   | ACT EXPENSES                                   |           |                       |                |                                         |             |  |  |
| 11     | Beginning Balance [2]                            | CONTRACTOR  | \$0                                            | \$0       | \$250,000             | \$257,500      | \$265,200                               | \$273,200   |  |  |
| 12     | Transfers In                                     |             | \$0<br>0                                       | 250,000   | 7,500                 | 7,700          | \$205,200<br>8,000                      | 8,200       |  |  |
| 12     | Transfers Out                                    |             | 0                                              | 230,000   | 7,500                 | ,,,,00         | 0,000                                   | 0,200       |  |  |
| 14     | Interest Rate                                    | Medium Term | 3.00%                                          | 3.00%     | 3.00%                 | 3.00%          | 3.00%                                   | 3.00%       |  |  |
| 15     | Interest Income                                  | Medium Term | 0                                              | 4,000     | 8,000                 | 8,000          | 8,000                                   | 8,000       |  |  |
| 10     | Transfer of Interest Income                      |             | Ŭ                                              | 1,000     | 0,000                 | 0,000          | 0,000                                   | 0,000       |  |  |
| 16     | to Revenue Fund                                  |             | 0                                              | 4,000     | 8,000                 | 8,000          | 8,000                                   | 8,000       |  |  |
| 17     | Ending Balance                                   |             | \$0                                            | \$250,000 | \$257,500             | \$265,200      | \$273,200                               | \$281,400   |  |  |
| - /    |                                                  | •           |                                                | +,        |                       | += • • • • • • | +=+++++++++++++++++++++++++++++++++++++ | +=01,000    |  |  |
|        | CUSTOMER DEPOSITS                                |             |                                                |           |                       |                |                                         |             |  |  |
| 18     | Beginning Balance [2]                            |             | \$0                                            | \$0       | \$0                   | \$0            | \$0                                     | \$0         |  |  |
| 19     | Transfers In                                     |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
| 20     | Transfers Out                                    |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
| 21     | Interest Rate                                    | None        | 0.00%                                          | 0.00%     | 0.00%                 | 0.00%          | 0.00%                                   | 0.00%       |  |  |
| 22     | Interest Income                                  |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
|        | Transfer of Interest Income                      |             |                                                |           |                       |                |                                         |             |  |  |
| 23     | to Revenue Fund                                  |             | 0                                              | 0         | 0                     | 0              | 0                                       | 0           |  |  |
| 24     | Ending Balance                                   |             | \$0                                            | \$0       | \$0                   | \$0            | \$0                                     | \$0         |  |  |
|        |                                                  |             |                                                |           |                       |                |                                         |             |  |  |
| 56     | TOTAL INTEREST INCOME                            |             | \$12,000                                       | \$15,000  | \$26,000              | \$32,000       | \$35,000                                | \$38,000    |  |  |
|        |                                                  |             |                                                |           |                       |                |                                         |             |  |  |

Footnotes:

[1] Cash balances dependent upon the adoption of proposed rate increases shown in Table 10, if any.

[2] The beginning balance was derived from the City's unaudited trial balances as of September 30, 2022.

#### Table 10 Town of Lake Park Solid Waste Rate Study

#### **Projected Sanitation Revenue Requirements**

| Line     |                                                                                                                     |                        | Projec             | eted Fiscal Year H        | Ending Septembe         | r 30,            |                    |
|----------|---------------------------------------------------------------------------------------------------------------------|------------------------|--------------------|---------------------------|-------------------------|------------------|--------------------|
| No.      | Description                                                                                                         | 2023                   | 2024               | 2025                      | 2026                    | 2027             | 2028               |
| 1        | Total Operating Expenses [1]                                                                                        | \$2,249,050            | \$2,393,362        | \$2,659,229               | \$2,800,604             | \$2,951,966      | \$3,176,784        |
|          | Debt Service                                                                                                        |                        |                    |                           |                         |                  |                    |
| 2        | Existing Debt Service                                                                                               | \$161,058              | \$161,058          | \$96,115                  | \$31,435                | \$0              | \$0                |
| 3        | Proposed Debt Service                                                                                               | 0                      | 239,485            | 449,003                   | 595,867                 | 889,521          | 768,048            |
| 4        | Annual Debt Service Payments [2]                                                                                    | \$161,058              | \$400,543          | \$545,118                 | \$627,302               | \$889,521        | \$768,048          |
|          | Other Revenue Requirements                                                                                          |                        |                    |                           |                         |                  |                    |
| 5        | Allowance for Debris Removal Contractual Expenses                                                                   | \$0                    | \$250,000          | \$7,500                   | \$7,700                 | \$8,000          | \$8,200            |
| 6        | Other Capital Funded from Rates [3]                                                                                 | 18,000                 | 21,000             | 22,050                    | 23,153                  | 24,310           | 25,526             |
| 7        | Intragovernmental Transfers - Franchise Fees                                                                        | 0                      | 0                  | 0                         | 0                       | 0                | 0                  |
| 8        | Operating Reserves - Deposits to/(Uses of)                                                                          | 0                      | 0                  | 0                         | 0                       | 0                | 0                  |
| 9        | Total Other Revenue Requirements                                                                                    | \$18,000               | \$271,000          | \$29,550                  | \$30,853                | \$32,310         | \$33,726           |
| 10       | Gross Revenue Requirements                                                                                          | \$2,428,108            | \$3,064,906        | \$3,233,897               | \$3,458,758             | \$3,873,797      | \$3,978,558        |
|          | Less Income and Funds from Other Sources                                                                            |                        |                    |                           |                         |                  |                    |
| 11       | Other Operating Revenue [4]                                                                                         | \$74,840               | \$14,500           | \$14,500                  | \$14,500                | \$14,500         | \$14,500           |
| 12       | Interest Income                                                                                                     | 12,000                 | 15,000             | 26,000                    | 32,000                  | 35,000           | 38,000             |
| 13       | Net Revenue Requirements                                                                                            | \$2,341,267            | \$3,035,406        | \$3,193,397               | \$3,412,258             | \$3,824,297      | \$3,926,058        |
|          | Revenue from Operations                                                                                             |                        |                    |                           |                         |                  |                    |
| 14       | Existing Operating Revenue [4]                                                                                      | \$2,091,883            | \$2,185,933        | \$2,262,460               | \$2,291,938             | \$2,368,465      | \$2,459,107        |
| 15       | Prior Year Rate Adjustments                                                                                         | 0                      | 0                  | 1,085,981                 | 1,201,892               | 1,350,338        | 1,517,849          |
| 16       | Total Rate Revenue Before Current Year Adjustment                                                                   | 2,091,883              | 2,185,933          | 3,348,441                 | 3,493,830               | 3,718,803        | 3,976,957          |
| 17       | Current Year Rate Adjustments                                                                                       |                        |                    | Projected                 | d Rates                 |                  |                    |
| 18       | Current Year Rate Adjustment                                                                                        | 0.00%                  | 48.00%             | 3.00%                     | 3.00%                   | 3.00%            | 3.00%              |
| 19       | Effective Month                                                                                                     | Oct.                   | Oct.               | Oct.                      | Oct.                    | Oct.             | Oct.               |
| 20       | % of Current Year Effective                                                                                         | 100.00%                | 100.00%            | 100.00%                   | 100.00%                 | 100.00%          | 100.00%            |
| 21       | Total Revenue from Current Year Adjustments                                                                         | \$0                    | \$1,049,248        | \$100,453                 | \$104,815               | \$111,564        | \$119,309          |
| 22       | Total Revenue                                                                                                       | \$2,091,883            | \$3,235,181        | \$3,448,894               | \$3,598,645             | \$3,830,367      | \$4,096,265        |
| 23<br>24 | Revenue Surplus/(Deficiency) - Transfer to Reserves<br>Percent of Rate Revenues                                     | (\$249,384)<br>-11.92% | \$199,775<br>6.18% | \$255,498<br>7.41%        | \$186,387<br>5.18%      | \$6,070<br>0.16% | \$170,208<br>4.16% |
| 24       | retent of Rate Revenues                                                                                             | -11.7270               | 0.10 /0            | /.41/0                    | 5.10 /0                 | 0.1070           | 4.1070             |
| 25       | Desidential Cout Day Unit Dates                                                                                     | 2022                   | Projec<br>2024     | ted Fiscal Year E<br>2025 | Ending Septembe<br>2026 | r 30,<br>2027    | 2028               |
| 26<br>27 | Residential Cart Per Unit Rates Single Family Per Unit Rate                                                         | 2023<br>\$258.37       | \$382.39           | \$393.86                  | \$405.68                | \$417.85         | 2028<br>\$430.39   |
| 27       | Mobile Home                                                                                                         | 258.37                 | 382.39             | 393.86                    | 405.68                  | 417.85           | 430.39             |
| 28<br>29 | Multi-Family Cart Service                                                                                           | 258.37                 | 382.39             | 393.86                    | 405.68                  | 417.85           | 430.39             |
| 31       |                                                                                                                     |                        | Droios             | ted Fiscal Year F         | Inding Santamba         | r 30             |                    |
| 31       | Summary of Cash Balances (Year-End)                                                                                 | 2023                   | 2024               | 2025                      | 2026                    | 2027             | 2028               |
| 33       | Unrestricted Operating Fund                                                                                         | \$264,903              | \$464,678          | \$720,175                 | \$906,562               | \$912,632        | \$1,082,840        |
| 34       | Contingency Fund - Debris Removal Contract Expenses                                                                 | \$204,905<br>0         | 250,000            | 257,500                   | 265,200                 | 273,200          | 281,400            |
| 35       | Total Cash Balances (Year-End)                                                                                      | \$264,903              | \$714,678          | \$977,675                 | \$1,171,762             | \$1,185,832      | \$1,364,240        |
| 36       | Operating Fund - Days of Annual Expenditures - Minimum                                                              | 90                     | 90                 | 90                        | 90                      | 90               | 90                 |
|          | Operating Fund - Days of Annual Expenditures - Minimum<br>Operating Fund - Days of Annual Expenditures - Calculated | 90<br>41               | 90<br>61           | 90<br>83                  | 90<br>97                | 90<br>87         | 90<br>101          |
| 51       | operating r and - Days of Annual Experiences - Calculated                                                           | 11                     | 01                 | 05                        | ) (                     | 07               | 101                |

#### Footnotes:

[1] Amounts derived from Table 4.

[2] Amounts derived from Table 8.

[3] Amounts derived from Table 7.

[4] Amounts derived from Table 2.

#### Table 11 Town of Lake Park Solid Waste Rate Study

#### Summary of Existing and Proposed Rates

| Line |                                                                       | Existing   |              |              | Proposed Rates |              |              |
|------|-----------------------------------------------------------------------|------------|--------------|--------------|----------------|--------------|--------------|
| No.  | Description                                                           | Charges    | 2024         | 2025         | 2026           | 2027         | 2028         |
|      | Single-family Cart Service                                            |            |              |              |                |              |              |
| 1    | Annual Charge per Unit                                                | \$258.37   | \$382.39     | \$393.86     | \$405.68       | \$417.85     | \$430.38     |
|      | Multifamily Cart Service                                              |            |              |              |                |              |              |
| 2    | Annual Charge per Unit                                                | \$258.37   | \$382.39     | \$393.86     | \$405.68       | \$417.85     | \$430.38     |
|      | Multifamily Dumpster Service                                          | Per Unit   | Per Dumpster | Per Dumpster | Per Dumpster   | Per Dumpster | Per Dumpster |
| 3    | <u>2 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$196.04   | \$290.16     | \$298.83     | \$307.84       | \$317.03     | \$326.56     |
| 4    | <u>2 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$294.06   | \$435.24     | \$448.24     | \$461.76       | \$475.54     | \$489.84     |
| 5    | <u>3 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$294.06   | \$435.24     | \$448.24     | \$461.76       | \$475.54     | \$489.84     |
| 6    | <u>3 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$441.09   | \$652.86     | \$672.36     | \$692.64       | \$713.31     | \$734.76     |
| 7    | <u>4 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$196.04   | \$290.16     | \$298.83     | \$307.84       | \$317.03     | \$326.56     |
| 8    | <u>4 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$392.08   | \$580.32     | \$597.65     | \$615.68       | \$634.05     | \$653.12     |
| 9    | <u>4 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$588.12   | \$870.48     | \$896.48     | \$923.52       | \$951.08     | \$979.68     |
| 10   | <u>6 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$588.12   | \$870.48     | \$896.48     | \$923.52       | \$951.08     | \$979.68     |
| 11   | <u>6 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$882.18   | \$1,305.72   | \$1,344.72   | \$1,385.28     | \$1,426.62   | \$1,469.52   |
| 12   | <u>8 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$392.08   | \$580.32     | \$597.65     | \$615.68       | \$634.05     | \$653.12     |
| 13   | <u>8 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$784.16   | \$1,160.64   | \$1,195.31   | \$1,231.36     | \$1,268.11   | \$1,306.24   |
| 14   | <u>8 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$1,176.24 | \$1,740.96   | \$1,792.96   | \$1,847.04     | \$1,902.16   | \$1,959.36   |
|      | Commercial Dumpster Service                                           |            |              |              |                |              |              |
| 15   | 0.5 Cubic Yard Container - 2 Pick Ups<br>Monthly Charge per Unit      | \$49.01    | \$72.54      | \$74.71      | \$76.96        | \$79.26      | \$81.64      |
| 16   | <u>2 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$98.02    | \$145.08     | \$149.41     | \$153.92       | \$158.51     | \$163.28     |
| 17   | <u>2 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$196.04   | \$290.16     | \$298.83     | \$307.84       | \$317.03     | \$326.56     |
| 18   | <u>2 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$294.06   | \$435.24     | \$448.24     | \$461.76       | \$475.54     | \$489.84     |

#### Table 11 Town of Lake Park Solid Waste Rate Study

#### Summary of Existing and Proposed Rates

| Line |                                                                       | Existing   |            |            | Proposed Rates |            |            |
|------|-----------------------------------------------------------------------|------------|------------|------------|----------------|------------|------------|
| No.  | Description                                                           | Charges    | 2024       | 2025       | 2026           | 2027       | 2028       |
| 19   | <u>2 Cubic Yard Container - 4 Pick Ups</u><br>Monthly Charge per Unit | \$392.08   | \$580.32   | \$597.65   | \$615.68       | \$634.05   | \$653.12   |
| 20   | 2 Cubic Yard Container - 5 Pick Ups<br>Monthly Charge per Unit        | \$490.10   | \$725.40   | \$747.07   | \$769.60       | \$792.57   | \$816.40   |
| 21   | <u>3 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$147.03   | \$217.62   | \$224.12   | \$230.88       | \$237.77   | \$244.92   |
| 22   | <u>3 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$294.06   | \$435.24   | \$448.24   | \$461.76       | \$475.54   | \$489.84   |
| 23   | <u>3 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$441.09   | \$652.86   | \$672.36   | \$692.64       | \$713.31   | \$734.76   |
| 24   | <u>3 Cubic Yard Container - 4 Pick Ups</u><br>Monthly Charge per Unit | \$588.12   | \$870.48   | \$896.48   | \$923.52       | \$951.08   | \$979.68   |
| 25   | <u>3 Cubic Yard Container - 5 Pick Ups</u><br>Monthly Charge per Unit | \$735.15   | \$1,088.10 | \$1,120.60 | \$1,154.40     | \$1,188.85 | \$1,224.60 |
| 26   | <u>4 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$196.04   | \$290.16   | \$298.83   | \$307.84       | \$317.03   | \$326.56   |
| 27   | <u>4 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$392.08   | \$580.32   | \$597.65   | \$615.68       | \$634.05   | \$653.12   |
| 28   | 4 Cubic Yard Container - 3 Pick Ups<br>Monthly Charge per Unit        | \$588.12   | \$870.48   | \$896.48   | \$923.52       | \$951.08   | \$979.68   |
| 29   | 4 Cubic Yard Container - 4 Pick Ups<br>Monthly Charge per Unit        | \$784.16   | \$1,160.64 | \$1,195.31 | \$1,231.36     | \$1,268.11 | \$1,306.24 |
| 30   | 4 Cubic Yard Container - 5 Pick Ups<br>Monthly Charge per Unit        | \$980.20   | \$1,450.80 | \$1,494.13 | \$1,539.20     | \$1,585.13 | \$1,632.80 |
| 31   | <u>6 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$294.06   | \$435.24   | \$448.24   | \$461.76       | \$475.54   | \$489.84   |
| 32   | <u>6 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$588.12   | \$870.48   | \$896.48   | \$923.52       | \$951.08   | \$979.68   |
| 33   | <u>6 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$882.18   | \$1,305.72 | \$1,344.72 | \$1,385.28     | \$1,426.62 | \$1,469.52 |
| 34   | <u>6 Cubic Yard Container - 4 Pick Ups</u><br>Monthly Charge per Unit | \$1,176.24 | \$1,740.96 | \$1,792.96 | \$1,847.04     | \$1,902.16 | \$1,959.36 |
| 35   | <u>6 Cubic Yard Container - 5 Pick Ups</u><br>Monthly Charge per Unit | \$1,470.30 | \$2,176.20 | \$2,241.20 | \$2,308.80     | \$2,377.70 | \$2,449.20 |
| 36   | <u>8 Cubic Yard Container - 1 Pick Ups</u><br>Monthly Charge per Unit | \$392.08   | \$580.32   | \$597.65   | \$615.68       | \$634.05   | \$653.12   |
| 37   | <u>8 Cubic Yard Container - 2 Pick Ups</u><br>Monthly Charge per Unit | \$784.16   | \$1,160.64 | \$1,195.31 | \$1,231.36     | \$1,268.11 | \$1,306.24 |
| 38   | <u>8 Cubic Yard Container - 3 Pick Ups</u><br>Monthly Charge per Unit | \$1,176.24 | \$1,740.96 | \$1,792.96 | \$1,847.04     | \$1,902.16 | \$1,959.36 |

#### Table 11 Town of Lake Park Solid Waste Rate Study

#### Summary of Existing and Proposed Rates

| Line |                                                                       | Existing   |            | I          | Proposed Rates |            |            |
|------|-----------------------------------------------------------------------|------------|------------|------------|----------------|------------|------------|
| No.  | Description                                                           | Charges    | 2024       | 2025       | 2026           | 2027       | 2028       |
| 39   | 8 Cubic Yard Container - 4 Pick Ups<br>Monthly Charge per Unit        | \$1,568.32 | \$2,321.28 | \$2,390.61 | \$2,462.72     | \$2,536.21 | \$2,612.48 |
| 40   | <u>8 Cubic Yard Container - 5 Pick Ups</u><br>Monthly Charge per Unit | \$1,960.40 | \$2,901.60 | \$2,988.27 | \$3,078.40     | \$3,170.27 | \$3,265.60 |

# Town of Lake Park Solid Waste Utility

#### The 2023 Rate Study

Public Works Department June 21, 2023





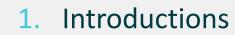


### **Project Milestones**

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

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### June 8<sup>th</sup> Workshop – Discussion Topics



- 2. Solid Waste Utility Background
- 3. Solid Waste Utility Operations
- 4. The Solid Waste Utility Rate Analysis
- 5. Principal Cost Drivers
- 6. Study Objectives & Tasks
- 7. Major Study Assumptions

- 8. Summary of Current Operations
- 9. Conclusions and Recommendations
- 10. Q&A
- 11. Closing Comments





# **Executive Summary**



 $(\downarrow)$ 

Item 9.





### Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community

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 Protects the environment, avoids air/water contamination, and recovers materials through recycling processes







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



- Authorized Staff: Nine (9) full-time employees:
  - > Supervisors (2)

- Sanitation Truck Operator I (3) (Some vacant 12 months)
- Sanitation Truck Operator II (3) (Some vacant 12+ months)
- Sanitation Truck Operator Trainee (1)



#### Fleet Inventory

8

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

#### Automatic Side Loader (ASL)

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





#### Fleet Inventory

9

• The Solid Waste Division also operates:



#### **Front-End Loader (FEL)**

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



#### Fleet Inventory

• The Solid Waste Division also operates:

#### **Clam Truck**

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





#### Fleet Inventory

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

| Asset (# in Fleet)        | Needed for<br>Daily Operations | I:I.2 Ratio | I:I.5 Ratio |
|---------------------------|--------------------------------|-------------|-------------|
| Automatic Side Loader     | 2                              | 2.4         | 3           |
| Front-End Loader          | 2                              | 2.4         | 3           |
| Grapple (Clamshell) Truck | 2                              | 2.4         | 3           |
| Rear Loader               | 0                              | I.2         | I.5         |

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

|                |     |        | May 20          | 23  |                 |                    |                   |     |        | Jun 20 | 23  |        |                   |        |                   |     | Jul 202 | 3      |     |        |
|----------------|-----|--------|-----------------|-----|-----------------|--------------------|-------------------|-----|--------|--------|-----|--------|-------------------|--------|-------------------|-----|---------|--------|-----|--------|
| Sun            | Mon | Tue    | Wed             | Thu | Fri             | Sat                | Sun               | Mon | Tue    | Wed    | Thu | Fri    | Sat               | Sun    | Mon               | Tue | Wed     | Thu    | Fri | Sat    |
|                | 1   | 2 1    | <sup>3</sup> 1  | 4 1 | 5 2             | <sup>6</sup> 2     |                   |     |        |        | 5   | 2<br>5 | <sup>з</sup><br>5 |        |                   |     |         |        |     | 1<br>4 |
| <sup>7</sup> 2 | 8 2 | °<br>2 | <sup>10</sup> 3 | 3   | <sup>12</sup> 3 | <sup>13</sup><br>3 | <sup>4</sup><br>5 | 5   | °<br>5 | 7<br>4 | 5   | °<br>5 | <sup>10</sup> 5   | 2<br>4 | <sup>з</sup><br>5 | 5   | 5       | ہ<br>5 | 5   | 8 4    |
| 14             | 15  | 16     | 17              | 18  | 19              | 20                 | 11                | 12  | 13     | 14     | 15  | 16     | 17                | 9      | 10                | 11  | 12      | 13     | 14  | 15     |
| 3              | 3   | 3      | 4               | 4   | 3               | 3                  | 5                 | 5   | 5      | 6      | 6   | 5      | 5                 | 4      | 4                 | 4   | 5       | 5      | 5   | 5      |
| 21             | 22  | 23     | 24              | 25  | 26              | 27                 | 18                | 19  | 20     | 21     | 22  | 23     | 24                | 16     | 17                | 18  | 19      | 20     | 21  | 22     |
| 3              | 3   | 4      | 4               | 4   | 4               | 4                  | 5                 | 5   | 5      | 4      | 4   | 5      | 5                 | 5      | 5                 | 5   | 5       | 5      | 5   | 4      |
| 28             | 29  | 30     | 31              |     |                 |                    | 25                | 26  | 27     | 28     | 29  | 30     |                   | 23     | 24                | 25  | 26      | 27     | 28  | 29     |
| 4              | 4   | 4      | 4               |     |                 |                    | 5                 | 5   | 4      | 4      | 4   | 4      |                   | 4      | 4                 | 4   | 4       | 5      | 5   | 5      |
|                |     |        |                 |     |                 |                    | 1                 |     |        |        |     |        |                   | 30     | 31                |     |         |        |     |        |
|                |     |        |                 |     |                 |                    |                   |     |        |        |     |        |                   | 5      | 5                 |     |         |        |     |        |

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

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





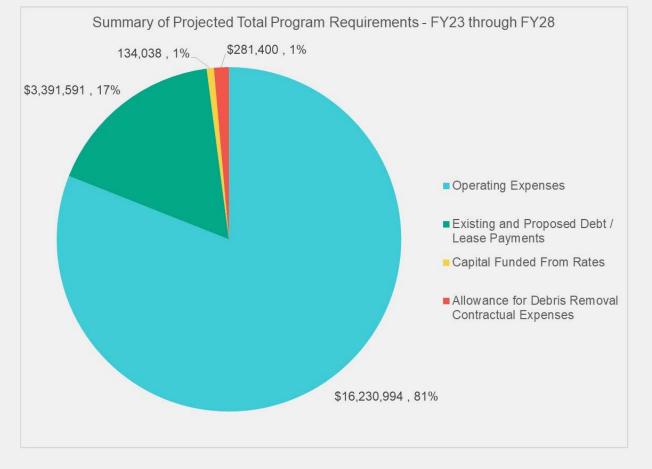
### The 2023 Solid Waste Utility Rate Study

**RAFTELIS** 



#### **Solid Waste Program Requirements**

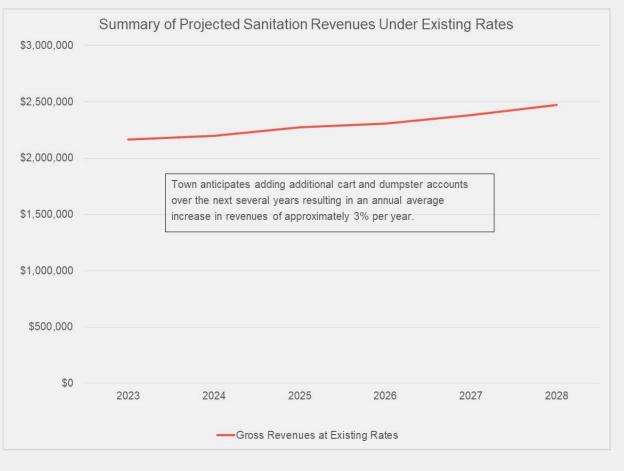
 Total program needs through FY28 are estimated to exceed \$20.0 million





#### **Projected Revenues**

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





### **Principal Cost Drivers**

- Current operating deficiency
  - FY23 operating expenses <u>exceed</u> current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
  - > Service Interruptions

- Emergency contract operations / limited providers
- Urgent and specialized repair needs / sole source providers with little competition
  - Unable to shop around repair costs







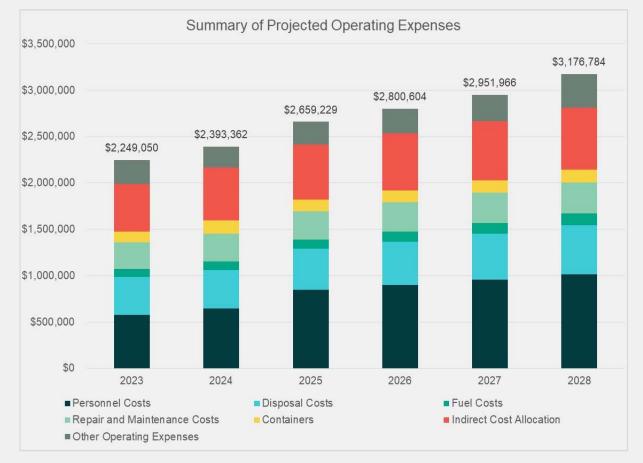
### **Principal Cost Drivers (cont.)**

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

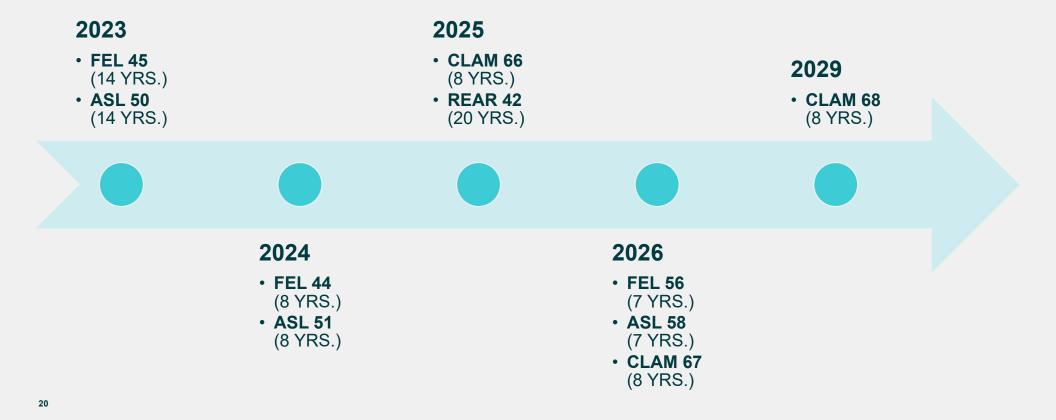


Item 9.

#### **Projected Operating Expenses**



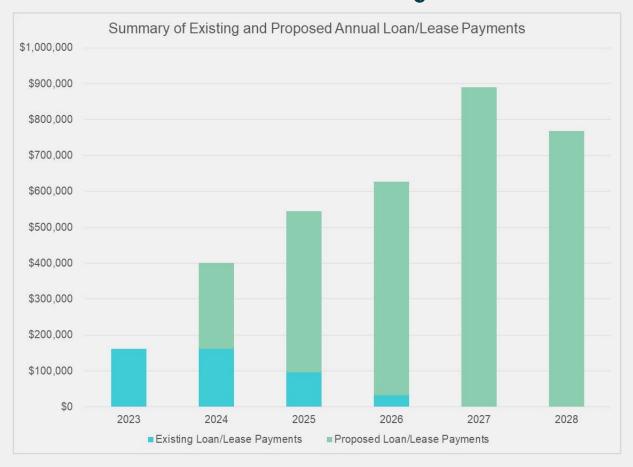
#### **Proposed Vehicle Replacement Timeline**





Item 9.

#### **Projected Loan & Lease Payments**





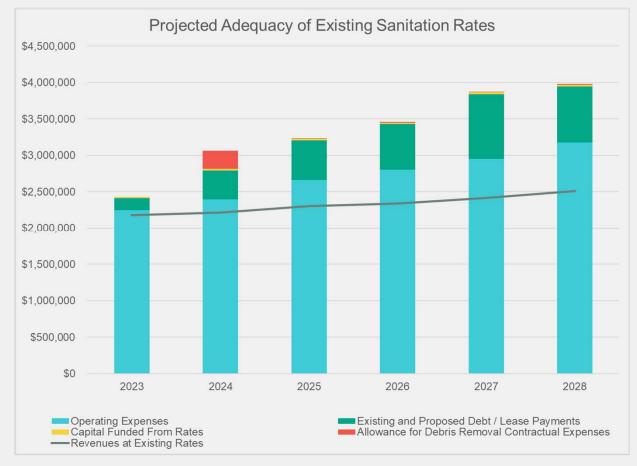
#### **Proposed Reserve Requirements**

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



Item 9.

#### **Adequacy of Existing Rates**





#### **Proposed Solid Waste Rates**

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

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



#### **Key Benefits Associated with the Proposed** Solid Waste Rates

Reduced Risk Exposure to Town in its operation of the Solid Waste Utility by:

- 1. Operating the Utility as intended, without a reliance in Reserve funds
- Establishing \$250K allowance for emergency operations/debris 2. removal
- 3. Reducing dependence on high-cost service contracts to offset equipment/personnel shortages
- 4. Improving the Town's ability to attract/retain a high-skilled workforce



# Key Benefits Associated with the Proposed Solid Waste Rates

Reduced Risk Exposure to Town in its operation of the Solid Waste Utility by:

- Reducing service disruptions caused by equipment/staffing shortages
- 6. Reducing maintenance costs for sanitation fleet
- 7. Maximizing the Town's return-on-investment by preserving solid waste fleet's market-value



#### **Conclusions & Recommendations**

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



#### **Conclusions & Recommendations**

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



#### **Conclusions & Recommendations (cont.)**

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



Item 9.

### **Next Steps & Timeline**

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



# **Questions & Comments**



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Item 9.



### **Approved FY-24 Dumpster Fee Schedule**

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

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





### Town of Lake Park Town Commission

### **Agenda Request Form**

| Meeting Date:             | Nov        | vember 1, 2023                                                                                                                                                          |       |  |  |
|---------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--|--|
| <b>Originating Depart</b> | ment: Con  | Communications and Grants<br>Resolution 90-11-23 Proposed Partnership With Palm Beach Shores To<br>Execute Its Lake Worth Inlet/Singer Island Channel Dredging Project. |       |  |  |
| Agenda Title:             |            |                                                                                                                                                                         |       |  |  |
| Approved by Town          | Manager:   |                                                                                                                                                                         | Date: |  |  |
|                           |            |                                                                                                                                                                         |       |  |  |
| Cost of Item:             | \$0.00     | Funding Source:                                                                                                                                                         |       |  |  |
| Account Number:           |            | Finance Signature:                                                                                                                                                      |       |  |  |
| Advertised:               |            |                                                                                                                                                                         |       |  |  |
| Date:                     | N/A        | Newspaper:                                                                                                                                                              |       |  |  |
| Attachments:              | Resolution | olution 90-11-23                                                                                                                                                        |       |  |  |
|                           |            |                                                                                                                                                                         |       |  |  |
|                           |            |                                                                                                                                                                         |       |  |  |
| Please initial one:       |            |                                                                                                                                                                         |       |  |  |

MA Yes I have notified everyone Not applicable in this case

### Summary Explanation/Background:

During the last fiscal year, the Town of Palm Beach Shores submitted an appropriations request to the State of Florida for funding for its Lake Worth Inlet/Singer Island Channel Dredging Project. The Singer Island Channel is a naturally occurring channel. The natural Lake Worth currents were disrupted when the Lake Worth Inlet was cut (1914-1918), and the Channel began a shoaling process. The shoaling has now increased to the point that it impedes navigation and creates a safety hazard. On weekends and holidays, boats breach the sandbar impeding the navigation channel, creating an unsafe condition. The sand is also blocking Palm Beach Shores' stormwater outfall pipes. When completed, the dredging project, which is designed to restore the Singer Island Channel to its natural navigational width, will yield 71,000 cubic yards of material that will be stored temporarily in the middle of Peanut Island. The application was well-received in the House of Representatives, but ultimately was not selected for funding. Additional funding required for this project has already been allocated through a \$3.5 million FIND grant received by the Town of Palm Beach Shores.

The Town of Palm Beach Shores plans to resubmit the application this year. As a very small municipality, Palm Beach Shores does not have a project manager on staff who can undertake this extensive dredging project.

The vulnerability assessment conducted for the Town of Lake Park, which has been discussed previously, indicated that the Town must increase the height of its sea wall by three feet in order to withstand the sea level rise that is expected to occur in the coming years.

It is now jointly proposed by the Town of Lake Park and the Town of Palm Beach Shores, to enter into a mutually beneficial partnership for the execution of the dredging project (if funded by the State of Florida). Through this partnership, which will be undertaken through an Interlocal Agreement, Lake Park's Capital Projects Manager will oversee the dredging project and, in turn, Lake Park will receive the majority of the 71,000 cubic feet of dredged material to be used primarily for the enhancement of the sea wall, as well as to raise the low area of the Lake Park Marina. Without the receipt of this material at no cost, the Town would be unable to afford to acquire the needed volume of sand necessary to complete the sea wall project.

#### **Recommended Motion:**

I move to approve Resolution 90-11-23.

#### RESOLUTION 90-11-23

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, TO ENTER INTO A PARTNERSHIP WITH THE TOWN OF PALM BEACH SHORES FOR THE EXECUTION OF ITS LAKE WORTH INLET/SINGER ISLAND CHANNEL DREDGING PROJECT.

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 of Palm Beach Shores is proposing to undertake a

dredging project that will yield 71,000 cubic yards of sand; and

WHEREAS, the Town of Palm Beach Shores is applying for State funding to

undertake this endeavor; and

WHEREAS, the Town of Palm Beach Shores does not have a Capital Projects

Manager on staff; and

WHEREAS, the Town of Lake Park had a sea wall vulnerability assessment

conducted, and it was determined as the result of said vulnerability assessment that the Town needs to raise its sea wall by three feet in order to prepare for impending sea level rise; and

WHEREAS, the Town of Lake Park employs a full-time Capital Projects Manager who can serve as project manager for the proposed Palm Beach Shores project; and

WHEREAS, the Town of Lake Park will receive the majority of the material dredged from the project proposed by the Town of Palm Beach Shores should it be funded by the State of Florida, and will use the material to enhance its sea wall.

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

**<u>SECTION 1.</u>** The foregoing recitals are incorporated herein.

**SECTION 2.** The Town Commission approves the Town's partnership whereby the Town of Lake Park will provide project management services to Palm Beach Shores for this project, and, in return, the Town of Lake Park will receive the majority of the dredged material for use in the elevation of its sea wall

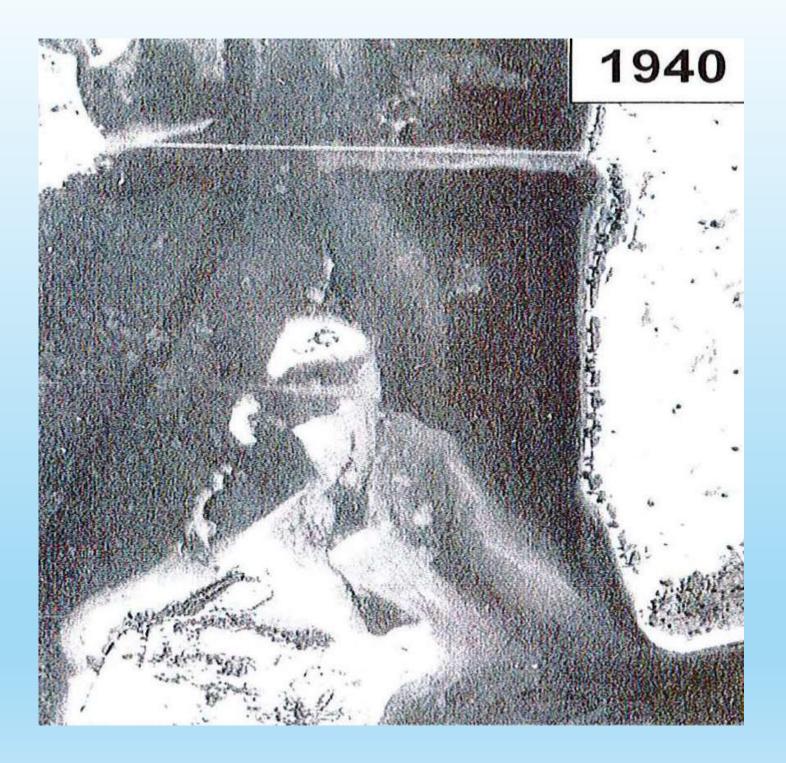
**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

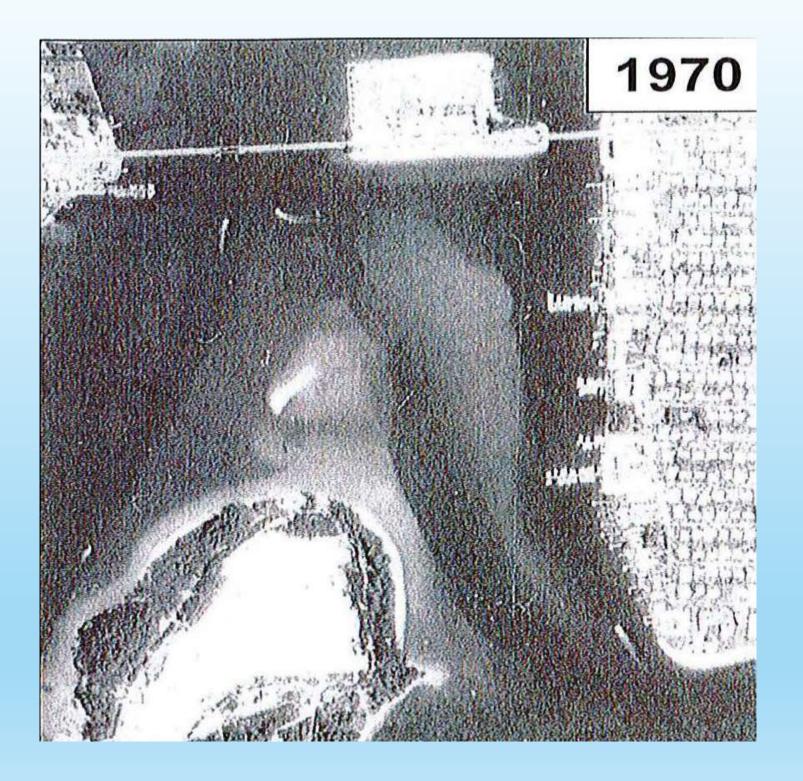
# Lake Worth Inlet Flood Shoal Dredging Project Phase 2A Singer Island Channel

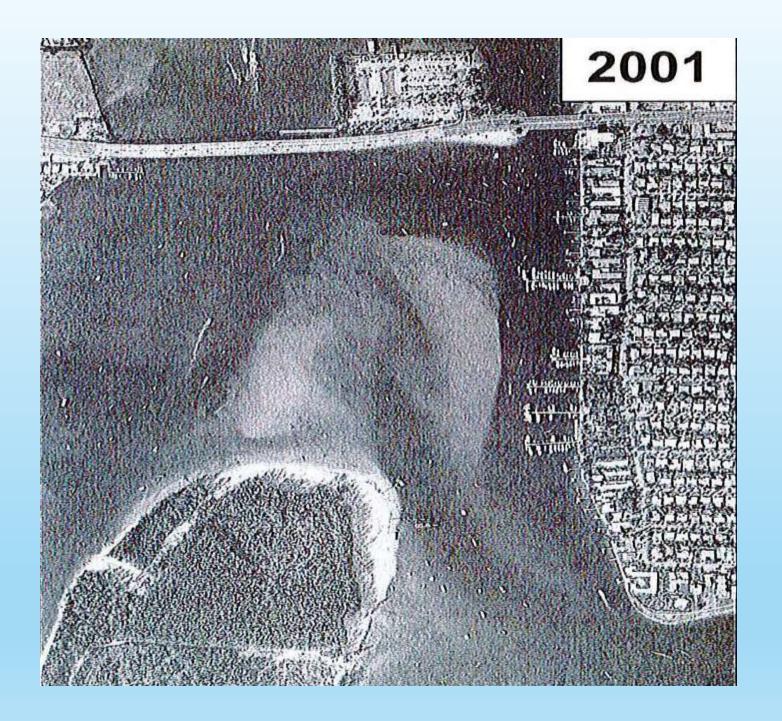
# Early 1920's

# 1940's

Item 10.

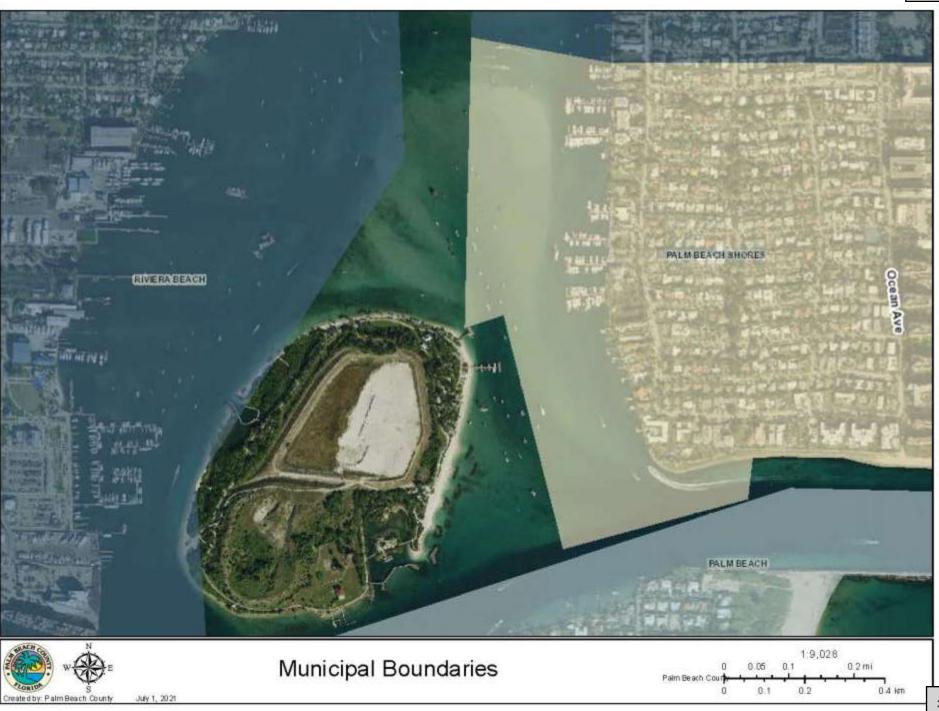








336



337

### **Peanut Island**

Item 10

## Flood Shoal

Flood Chann-

Lake-Worth Inlet

Eastern Channel







Note dense vessel traffic on the shoal and along eastern perimeter.

4

and the second s

Vessels still utilize Dredge Area A, but access is limited to the southern 1/3<sup>rd</sup>.

2

Figure 342

Item 10

## PROJECTTIMELINE

### Date

(3 months) January- March 2023 (5 months) April I - August 2023 (2 months) April I - May 2023 (6 months) September 2023 - March 2024 (2 weeks) - March 2024 (2 months)-April - May 2024

### Component

Development of Final Tech Specs/ Plans Contractor Solicitation/ Selection/ Award Pre-Construction Resource Monitoring Construction (Mob/Demob, dredge, dispose Relocation of Channel Markers Post Construction Resource Monitoring

# QUESTIONS AND COMMENTS?

Item 10.