



**Lake Park Town Commission, Florida
Attorney-Client Session Followed By The
Regular Commission Meeting**

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

September 04, 2024 6:00 P.M.

Immediately Following Will Be The Community Redevelopment Agency Meeting

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

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

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

The Town Commission for the Town of Lake Park will have a private Attorney-Client Session pursuant to §286.011(8), Florida Statutes in the Town Hall Mirror Ballroom. It is expected that the Attorney-Client portion of the Regular Commission Meeting will be attended by: Mayor Roger D. Michaud; Vice-Mayor Kimberly Glas-Castro; Commissioners Michael Hensley; Mary Beth Taylor; and Judith Thomas, as well as Town Attorney Thomas J. Baird and Brett T. Lashley and Town Manager John D'Agostino. The purpose of the private Attorney-Client session is to discuss the pending litigation in the *Circuit Court Case No. 50-2024-CA-004362-XXXA-MB styled, Igor Jose Oliveira De Almeda and Natasha Aileen Quiza vs. Town of Lake Park*. The Attorney-Client Session is expected to begin at approximately 6:05P.M. or as soon thereafter as possible and is anticipated to last one hour. Also, be advised that at the conclusion of this private Attorney-Client Session, the Commission will re-convene its Commission meeting in the Town Commission Chambers and take up any remaining business on its agenda.

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

SPECIAL PRESENTATION/REPORT:

- [1.](#) Proclamation Declaring September 15 - October 15, 2024 as Hispanic Heritage Month.

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

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

2. August 7, 2024 Live Local Act Workshop Minutes.
3. August 7, 2021 Regular Commission Meeting Minutes.
4. August 21, 2024 Commission Budget Workshop Minutes.
5. August 21, 2024 Regular Commission Meeting Minutes
6. Resolution 59-09-24 Authorizing And Directing The Town Manager To Sign A Restrictive Covenant Clause Required As Part Of The Project Close-out Of The Agreement Between The Town of Lake Park And The State of Florida Department Of Environmental Protection For The 2nd Street Resurfacing And Green Infrastructure Project.
7. Resolution 60-09-24 Authorizing The Mayor To Sign A Landscape Maintenance Memorandum Of Agreement (MMOA) Between The Town Of Lake Park (Town) And The Florida Department Of Transportation (FDOT) Pursuant To Exhibit "A".
8. Resolution 61-09-24 Authorizing The Mayor to Sign A Right-Of-Way Improvement And Maintenance And Maintenance Agreement Between The Town Of Lake Park And Nautilus 220 Condominiums Associates, Inc. Pursuant To Exhibit "A".
9. Resolution 62-09-24 Authorizing And Directing The Mayor To Execute A Grant Agreement Between The Town of Lake Park And The State Of Florida, Department Of State, Division Of Historical Resources (Division), For A Small Matching Grant For Design Services Related To Building Preservation And Compliance Improvements To Lake Park Town Hall.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- 10.** Ordinance 08-2024 Creating A New Section 30-6 Pertaining To The Operation Of Micromobility Devices, Golf Carts, Low Speed Vehicles And Motorized Scooters And Amending Chapter 30 Pertaining To High-Capacity Passenger Or Work Vans.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- 11.** Ordinance 09-2024 Establish New Regulations For The Use Of Parks.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED “PARK REGULATIONS”; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED “PERMIT FOR GROUP ACTIVITIES” PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

OLD BUSINESS:

- 12.** Discussion By The Town Commission To Set A Date For Staff To Present The Comprehensive Plan And The Ordinance On Density In the Park Avenue Downtown District (PADD).

NEW BUSINESS:

- [13.](#) Resolution 63-09-24 Appointing A Representative To The Seacoast Utility Authority Board.
- [14.](#) PowerPoint Presentation Lion Fountain Finish Options.
- [15.](#) Discussion On Body Worn Cameras For The Code Compliance Officers.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled First Public Budget Hearing will be held on September 5, 2024.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: Proclamation Declaring September 15 - October 15 2024 as Hispanic Heritage Month.

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

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.27 16:06:13 -04'00' Date: _____

Vivian Mendez, M.M.C., Town Clerk

Name/Title

Originating Department: Vice-Mayor Glas-Castro	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: Proclamation
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 ____. Please initial one.

Summary Explanation/Background: The Town has been asked to support a proclamation declaring September 15 – October 15, 2024 as Hispanic Heritage Month. The Commission expressed support of the proclamation.

Recommended Motion: No motion necessary. The Vice-Mayor will present the Proclamation.

**PROCLAMATION DECLARING
SEPTEMBER 15 - OCTOBER 15, 2024 AS
HISPANIC HERITAGE MONTH**

WHEREAS, Hispanics of every race, class and multiple nationalities have made historic contributions to the growth and strength of the Town of Lake Park, Florida in countless recorded and unrecorded ways, and;

WHEREAS, the Hispanic community plays a vital and integral role in shaping the present and future of the Town of Lake Park, Florida in business, education, law, science, technology and numerous other fields, and;

WHEREAS, the Hispanic population in Palm Beach County is more than 23% of the 1.5 million people who call the county home, and;

WHEREAS, in celebration of Hispanic Heritage Month, we honor the contributions Hispanics have made in the Town of Lake Park, Florida, and we highlight an important part of the rich diversity that keeps our communities strong.

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN OF LAKE PARK, FLORIDA, that September 15 - October 15, 2024, as

Hispanic Heritage Month

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 4th day of September 2024.

By: _____
Mayor Roger Michaud

ATTEST: _____
Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: August 7, 2024 Live Local Act Workshop Minutes.

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

5528eb5a-3798-4217-7-4
 Approved by Town Manager bb59-897809229d54 Digitally signed by 5528eb5a-3798-4217-7-4
 DN: cn=5528eb5a-3798-4217-7-4, o=bb59-897809229d54, c=US, email=bb59-897809229d54@townoflakepark.com, date=2024.08.27 16:12:29 -04'00'
 Date: _____

Laura Weidgans, Deputy Town Clerk
 Name/Title

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

Recommended Motion: I move to approve the August 7, 2024 Live Local Act Workshop Minutes.



Lake Park Town Commission, Florida

Live Local Act Workshop Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday August 07, 2024 6:00 P.M.

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John D’Agostino	—	Town Manager
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CALL TO ORDER/ROLL CALL

6:03 P.M.

PRESENT

- Mayor Roger Michaud
- Vice-Mayor Kimberly Glas-Castro
- Commissioner Mary-Beth Taylor
- Commissioner Judith Thomas
- Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

Mayor Michaud led the pledge.

SPECIAL PRESENTATION/REPORT:

1. Proposed Ordinance to Implement the LIVE LOCAL ACT - Creating Chapter 65 of the Town Code Entitled "Affordable and Workforce Housing".

Town Planner Karen Golonka presented to the Commission. See Exhibit "A". Commissioner Taylor asked what the height density was set as and when was that set. Planner Golonka explained that the heights were set at a maximum of 15-stories, which were in the Town Code. The Commission discussed how the Workforce Housing Rent versus Income impacted the Town. They also asked questions relating to the Palm Beach County median income slide. Commissioner Thomas expressed concern that the Ordinance does not address the urban area of Town. According to the slide, teachers do not qualify for Workforce Housing. She also expressed concern with the State regulation language pertaining to buffering and was not sure how buffering would be accomplished in the Town. Vice-Mayor Glas-Castro felt that it should allow for all income levels and felt that this made no sense. She expressed concerns with the language that states that the Town would consider parking reduction. She also wondered how the monitoring of the affordability would be handled. She asked if they would be monitored or would the Town partner with Palm Beach County and have them monitor for the Town. Planner Golonka stated that a third party such as a housing trust would be hired to assist with monitoring at the applicant's expense. Attorney Baird stated that this Ordinance would not address all of the concerns discussed. He stated that those concerns would need to be addressed through a Comprehensive Plan policy and the Land Development Regulations. He stated that some of the information would be vetted during the Density Workshop. Commissioner Thomas asked how could they proceed with a Zoning In Progress still in effect. Town Attorney Baird stated that Zoning In Progress would need to be extended by Resolution at a future meeting.

Planner Golonka explained the second Ordinance. Vice-Mayor Glas-Castro stated that personally it was not the number of units, but the massing. She suggested that mass be reviewed and other incentives provided. Commissioner Thomas agreed with Vice-Mayor Glas-Castro. She stated that it should not only apply to residential properties, but also to commercial properties.

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John Linden expressed concern with the height density allowable on projects. He questioned the incentives that would be provided on future projects. The topic should wait until the Density Workshop on August 21st.

Ralph Moscoso expressed concern with the income brackets in the spreadsheets. He expressed concern with the height density on the proposed project on 10th Street and Park Avenue. He suggested everyone read the legislation.

Mayor Michaud stated that the next step would be for staff to bring the item back for additional discussion.

ADJOURNMENT:

7:20 P.M.

FUTURE MEETING DATE: Next Scheduled Workshop will be held on August 21, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



LIVE LOCAL ACT WORKSHOP

WITH THE LAKE PARK TOWN COMMISSION

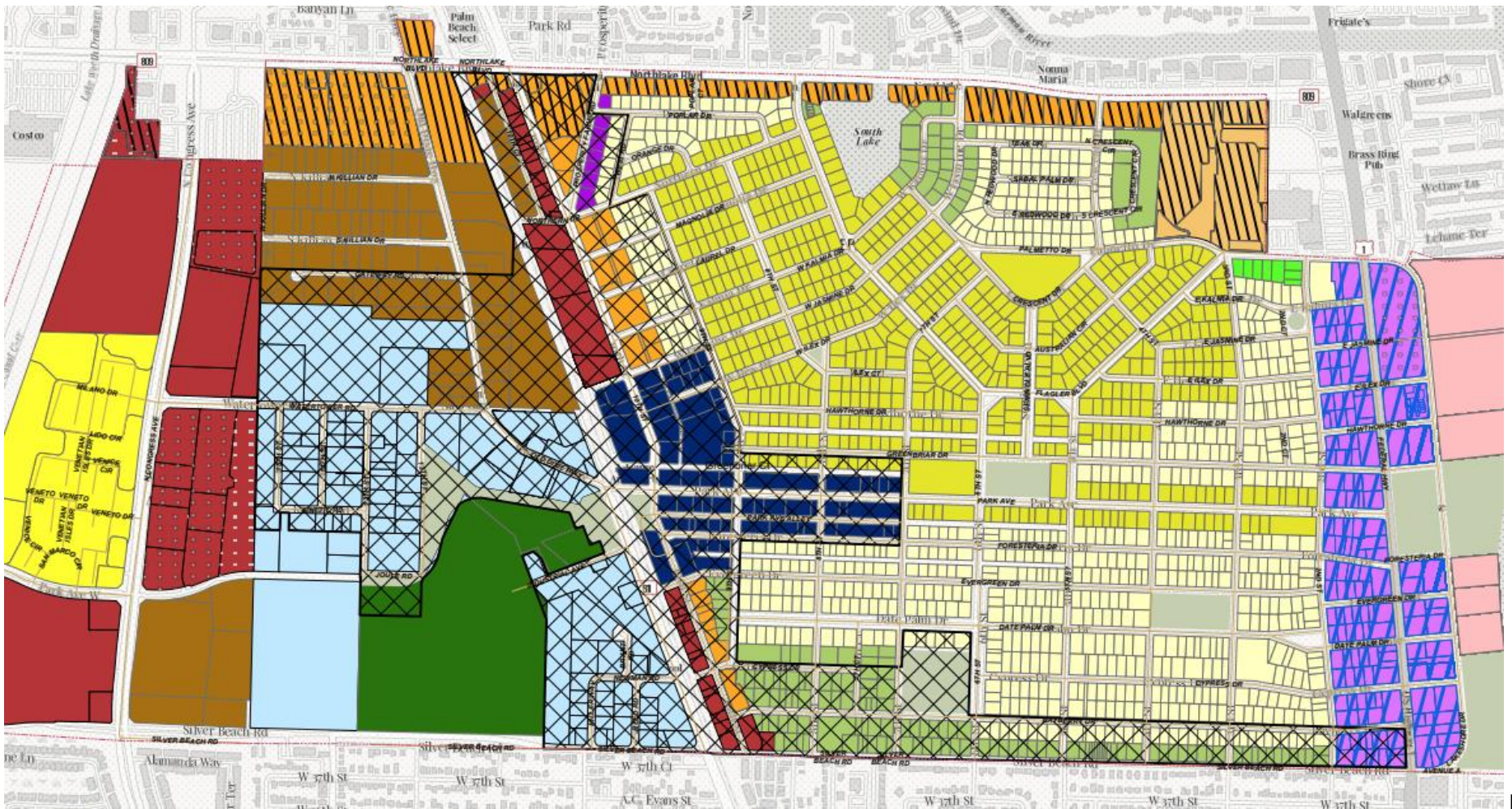


Community Development Dept.

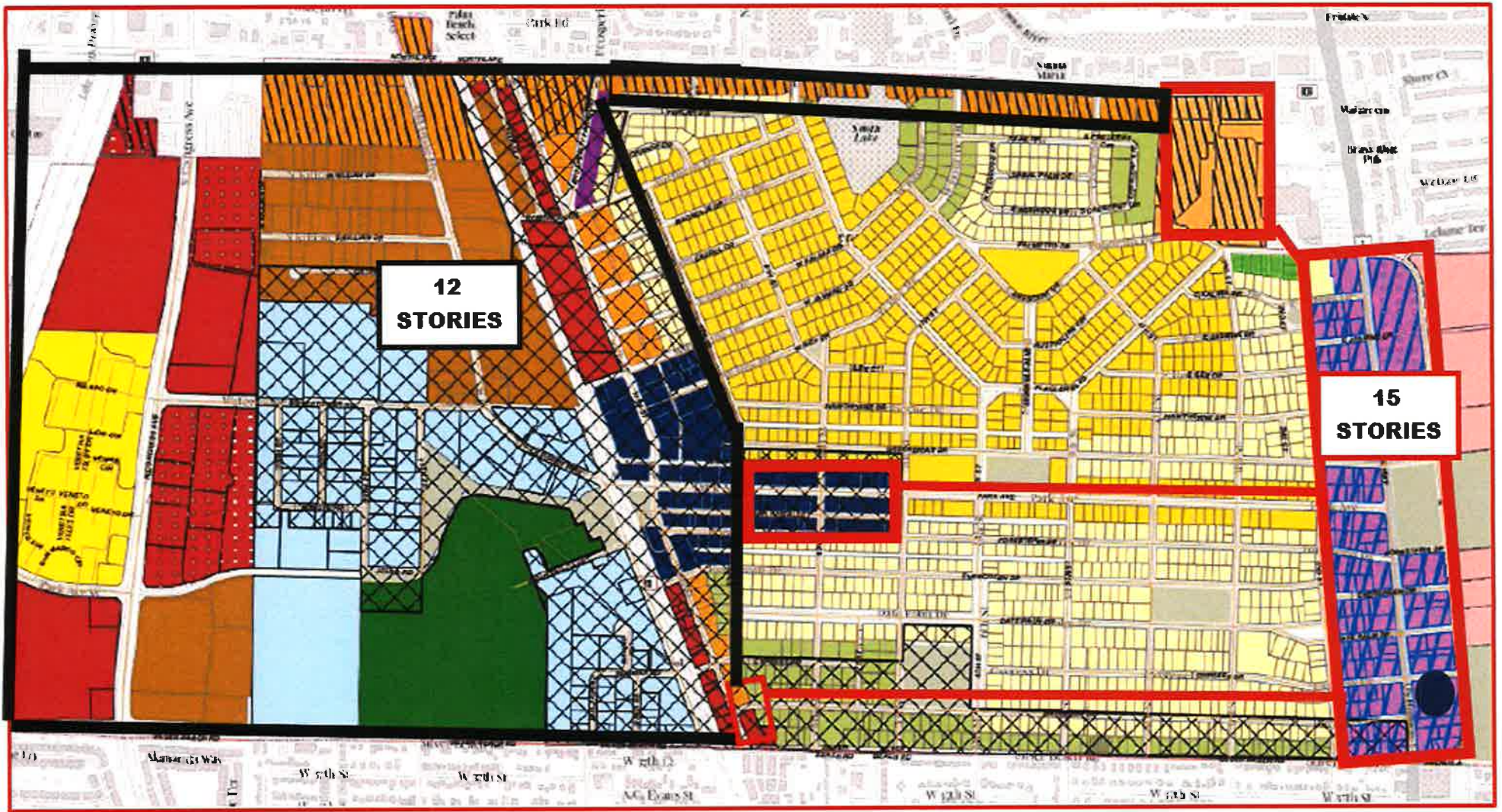
LLA: MUST ALLOW QUALIFIED PROJECTS IN DISTRICTS THAT PERMIT COMMERCIAL, INDUSTRIAL , OR MIXED USE

INDUSTRIAL DISTRICTS: BROWN (C-4) AND LT BLUE (CLIC) **COMMERCIAL:** ORANGE (C-1), RED(C-2), AND PURPLE (C1B)

MIXED USE DISTRICTS: DARK BLUE (PADD), LIGHT ORANGE (C-3) AND PURPLE/BLUE STRIPES (FHMUDO)



ALLOWABLE HEIGHTS UNDER LLA - BASED ON 1 MILE RANGE |



Governing Districts PADD and core area of FHMUDO (C-3)

PALM BEACH COUNTY INCOME GUIDELINES

Palm Beach County Median Income = \$104,000.00

2024 INCOME LIMITS

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low-Income 30% Median	\$22,550	\$25,750	\$28,950	\$32,150	\$36,580	\$41,960	\$47,340	\$52,720
Very Low-Income 50% Median	\$37,500	\$42,850	\$48,200	\$53,550	\$57,850	\$62,150	\$66,400	\$70,700
Low-Income 80% Median	\$60,000	\$68,550	\$77,100	\$85,650	\$92,550	\$99,400	\$106,250	\$113,100
Moderate Income 120% Median	\$90,000	\$102,840	\$115,680	\$128,520	\$138,840	\$149,160	\$159,360	\$169,680

Source: HUD Income Limits are adjusted annually.

Workforce Housing Program (WHP)

2024 Rents and Incomes

Effective July 1, 2024



WHP prices are set annually, based on the provisions of Article 5.G.1.A.3.c.2 of the Unified Land Development Code reflected below, and the following:

2024 PBC Median Family Income: \$104,000 (per HUD)

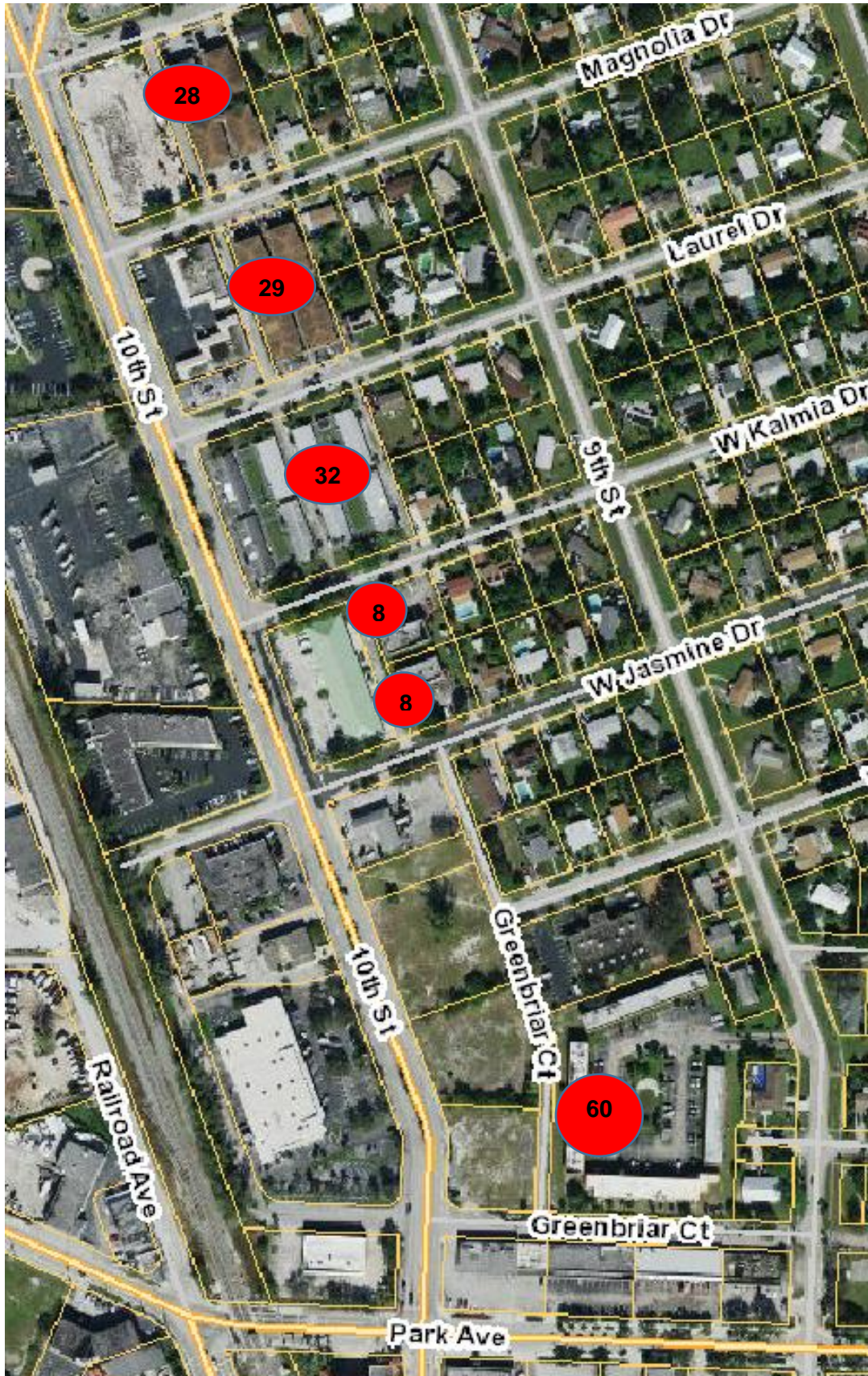
WHP Income Category		Studio	1 BR	2 BR	3BR	4BR	
Low	60-80% of MFI	\$62,400 - \$83,200	\$1,125 - 1,500	\$1,205 - 1,607	\$1,446 - 1,928	\$1,671 - 2,228	\$1,864 - 2,486
Moderate 1	>80-100% of MFI	>\$83,200 - \$104,000	\$1,500 - 1,875	\$1,607 - 2,009	\$1,928 - 2,410	\$2,228 - 2,785	\$2,486 - 3,108
Moderate 2	>100-120% of MFI	\$104,000 - \$124,800	\$1,875 - 2,250	\$2,009 - 2,410	\$2,410 - 2,892	\$2,785 - 3,342	\$3,108 - 3,729
Middle	>120-140% of MFI	>\$124,800 - \$145,600	\$2,250 - 2,625	\$2,410 - 2,812	\$2,892 - 3,374	\$3,342 - 3,899	\$3,729 - 4,350

**ADDRESSING AMBIGUITIES WITHIN THE LIVE LOCAL ACT
PROPOSED TOWN ORDINANCE (new chapter 65)**

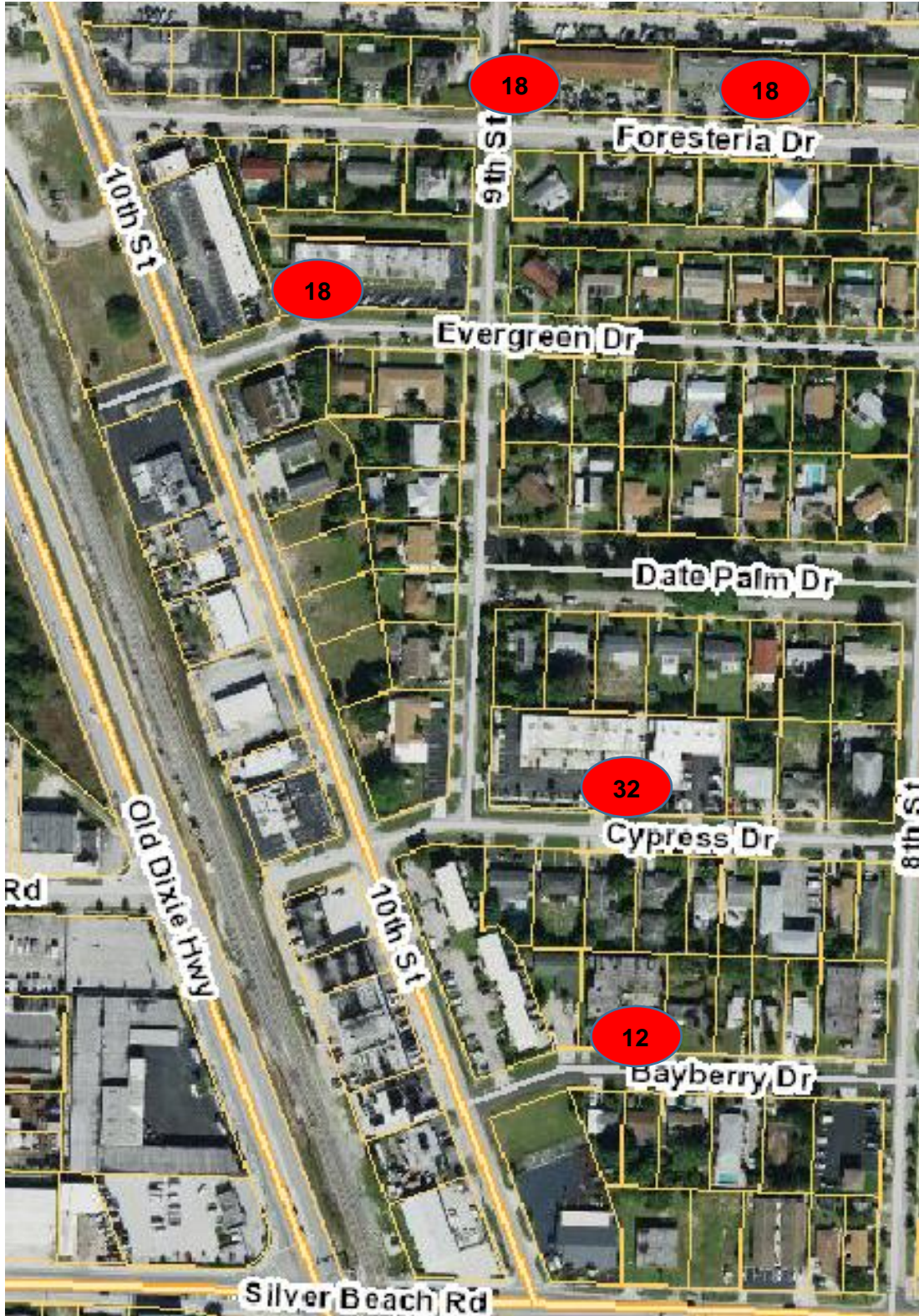
TOWN CONCERNS with LLA ACT F.S. Chapter 166.04151 (7)	RESPONSE: PROPOSED ORDINANCE (Chapter 65 of the Town Code)
Creates potential inconsistencies with the Comprehensive Plan	Creation of Chapter 65 to the Town Code - regulations to address LLA issues.
Town must allow in commercial and industrial districts	Specific regulations to address potential incompatibilities
Stipulates allowable height shall be highest allowed in the municipality within 1 mile of proposed site.	Would allow up to 12, 15 stories or 18 stories, depending on max. height within 1 mile. No height waiver proposed.
Unclear if “highest allowed density” refers to by-right densities or whether it includes bonus densities.	Legislature amended act to specify it means highest base density. Ordinance <u>does not</u> provide for bonus density. Therefore maximum density is 48 du /acre.
Requires 40% units be “affordable”. <i>Concern that a developer will only choose only the top affordable income.</i>	Defines workforce housing by four income categories, requires that ALL categories must be used.
Requires that regulations that allow multi-family be used. <i>Not specific.</i>	Uses C-3 District regulations, as they include design requirements and are more detailed than the R-2.
Silent on incompatibly of commercial and industrial uses. This is a particular concern with any industrial locations.	<p>Mitigation Approach:</p> <ul style="list-style-type: none"> • Buffering from adjacent Industrial uses – min. 40 ft. + district requirements • Minimum open space/recreation • Analysis or industrial impacts within 300 ft. of project

TOWN CONCERNS with LLA ACT F.S. Chapter 166.04151 (7)	RESPONSE: PROPOSED ORDINANCE
Silent on quality of “affordable units”	<ul style="list-style-type: none"> • Affordable units be of similar quality to market units • Be integrated throughout project • Number of bedrooms be proportional to number of bedrooms in market rate
Mandates administrative approval only. <i>Concern with absence of Public Hearings for community input.</i>	Sets out an administrative review process which includes a mandatory “workshop”, with legal notice and notice to property owners within 300 ft.
No required baseline for project	Requires a HOP be submitted along with Site Plan. HOP documents compliance with the above requirements, requires information such as timeline and financing, etc.
Requires monitoring for duration of project – 30 years, but provides no guidance.	<p>Establishes process:</p> <ul style="list-style-type: none"> • Requires deed restrictions for project duration • Establishes specific monitoring requirements with annual reporting. Establishes review process. • Requires developer to fund the review and monitoring process

**10th Street area, north of Park Ave.
Affordable Rental Complexes with 8 or more units = 165 Units**



10th Street area, south of Park Ave.
Rental Complexes with 8 or more units = 98 Units



- There are a number of duplex and four-plex structures in the area – at least 25 units

**TOTAL 263 AFFORDABLE UNITS IN 11 APT. COMPLEXES
(WITH 8 OR MORE UNITS)**



Town of Lake Park
PUBLIC COMMENT CARD

Item 2.

CIVILITY AND DECORUM

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Meeting Date AUG/7/24

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

Name: John Linden
Address: 560 N. Redwood DR

If you are interested in receiving Town information through Email, please provide your E-mail address: NO

I would like to make comments on the following **Agenda Item**:
LIVE LOCAL ACT WORKSHOP

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

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



Town of Lake Park
PUBLIC COMMENT CARD

Item 2.

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CIVILITY AND DECORUM

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Meeting Date Aug 7, 2024

Cards must be submitted before the item is discussed!!

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

Name: Rafael Moscoso
Address: 425 GREENBRIAR Dr

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

I would like to make comments on the following Agenda Item:
1- LIVE Local Act

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

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: August 7, 2024 Regular Commission Meeting Minutes

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON, NEW BUSINESS, OTHER, and CONSENT AGENDA OLD BUSINESS READING.

Approved by Town Manager John D'Agostino Date: Digitally signed by John D'Agostino...

Laura Weidgans, Deputy Town Clerk Name/Title

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

Recommended Motion: I move to approve the August 7, 2024 Regular Commission Meeting Minutes



Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday August 07, 2024 7:20 P.M.
Immediately Following the Live Local Act Workshop

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John D’Agostino	—	Town Manager
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CALL TO ORDER/ROLL CALL

7:20 P.M.

PLEDGE OF ALLEGIANCE

The Pledge was bypassed.

COMMISSION RECESSED THE COMMISSION MEETING AND WENT INTO AN EXECUTIVE SESSION.

The Town Commission for the Town of Lake Park will have an Executive Session pursuant to Florida Statute 447.605(1) in the Town Hall Mirror Ballroom. Those in attendance shall be: Mayor Roger D. Michaud; Vice-Mayor Kimberly Glas-Castro; Commissioners Michael Hensley; Mary Beth Taylor; and Judith Thomas; also in attendance will be Town Manager John D’Agostino; Assistant Town Manager/Human Resources Director Bambi McKibbon-

Turner, Town Attorney Thomas Baird, Finance Director Jeffrey DaSilva and Assistant Finance Director Barbara Gould for the purposes to discuss collective bargaining of the Federation of Public Employees, A Division of National Federation of Public and Private Employees (AFL-CIO).

AFTER THE EXECUTIVE SESSION THE COMMISSION RECONVENED THE COMMISSION MEETING.

The Commission recessed the Regular Commission Meeting at 7:21 P.M. and went into an Executive Session. The meeting reconvened at 7:49 pm.

SPECIAL PRESENTATION/REPORT:

1. Fourth quarterly public progress report on the P3 project.

Larry Zabik and Peter Bayterian provided a P3 update presentation (Exhibit A).

Commissioner Thomas asked for an update regarding the non-public use parcels. Town Attorney Baird explained that the last he knew was that Freedom Boat Club was on the property and would remain until action was taken with the reverter clause. Mr. Zabik explained that they would provide the Town Attorney with the information they received earlier today. He stated that the State was proposing modifications to the reverter language as opposed to releasing it. He agreed to have all of the information provided to the Town Attorney. Town Manager D'Agostino explained the purpose of today's meeting was to get an understanding of the language for the appraisal and understand the concerns raised by Larry and Peter. Vice-Mayor Glas-Castro stated that the Town Attorney should be in the lead on this project and included on all meetings moving forward. Attorney Baird explained the process for going before the Governor and Cabinet.

2. Proclamation in honor of Palm Beach County Sheriff's Office Deputy Adam Pozsonyi. Mayor Michaud presented the proclamation. Sergeant Adam Pozsonyi thanked the Commission and residents of the Town for the proclamation.

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.

- Varissa Bass introduced herself as a candidate for the Port of Palm Beach Commission.
- Farrell Tiller expressed support for the Bert Bostrom Park aquatic center.
- Rafael Moscoso has lost confidence in the Town Manager and asked for his immediate removal.
- Michael Steinberger provided his comments via Exhibit B.
- Amanda Avery concerned with the new code rewrite process and the town budget.
- John Linden suggested the immediate removal of the Town Manager.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird explained that the Town needs a representative at the September 6th Mediation on 2nd Court property case. The session will be virtual. He stated that after Mediation, an Attorney-Client Session was necessary to discuss the case. He suggested that it take place before a Commission Meeting.

Motion to appoint Mayor Roger Michaud as the Town's representative during mediation made by Vice-Mayor Glas-Castro. Commissioner Taylor seconded the motion.

Voting Aye: All

Attorney Baird suggested budgeting additional funds to cover the cost of the litigation cases. He updated the Commission on the salvage yard case.

Motion to authorize the Town Attorney to file suit against the salvage yard made by Vice-Mayor Glas-Castro. Commissioner Thomas seconded the motion.

Voting Aye: All

Motion to schedule and publicly notice an Attorney-Client Session for a meeting to be determined made by Vice-Mayor Glas-Castro. Commissioner Taylor seconded the motion.

Voting Aye: All.

Town Manager D'Agostino provided comments via Exhibit C. The Commission came to consensus to provide a Centennial Celebration proclamation at the same time as the time capsule and naming of the Centennial Memorial Park. Town Manager D'Agostino explained the \$1.2

million shortfall in the proposed 2024/2025 budget. Commissioner Thomas recapped that earlier in the evening they heard that the reverter clause had not been finalized, yet the Town was expecting the funds to be received. Attorney Baird explained that there were two separate actions taking place.

First was the payment of the \$1.2 million which was part of the Comprehensive Agreement. The developer does not need to make the payment unless he is satisfied regarding the status of the reverter clause.

The second issue was vested rights, which was also known as bundle investment rights. He explained that as developers get approvals, permits, and make changes based on those approvals, they begin to acquire vested rights. Ultimately being entitled to those approvals. He believes that this is the reason the Vice-Mayor suggested pausing the process because they will have the right to build based on all the approvals they receive. Commissioner Thomas explained that the funds were earmarked to the budget and if the Town does not receive those funds, then what happens. Attorney Baird reiterated that if the developer felt that they would receive the restrictions modified, they could take the risk and pay the \$1.2 million. If the developer does not receive the modification to the reverter clause, then they would not be able to build the project anticipated. There was also another component, which was that the State would establish, through the appraisal process, a value that they were entitled to receive in order to proceed with the modification. He explained that the Marina has a restriction that it could only be used as public and boat ramp purpose. So, if the property would be used for something other than that, the State says you need to pay us for that use that is not public and boat ramp. So, the restaurant portion is within the deed restricted parcels, then the State would look at the restaurant and appraise the value of having a restaurant. The public would be entitled to a share of that value. The State wants to be assured that the public would not be displaced or reduced. Another issue encountered was that the Freedom Boat Club is a private business running out of the public Marina. This may need to be modified in the agreement. He explained that he has had conversations with General Council regarding this project and they have expressed concern with how Freedom Boat Club operates out of the Marina. They have suggested that the uses be modified before the Town is represented before the Governor and Cabinet.

Town Manager D'Agostino stated that the Town needs to resolve the issue soon and he would address it with Mr. Baytarian.

Town Manager D'Agostino commented on the repeated concerns raised by the public requesting for his immediate departure. He stated that he has worked for the Town for the past nine (9) years,

has balanced 10 municipal budgets, and has never balanced the budget alone. He has a team of employees; the Commission and the public are part of that process. He said that he takes his job very seriously and would not do anything to harm the Town. He stated that the succession in staff has been in place. He felt the need to defend himself and his reputation as Town Manager. He will remain in place until his last day, which is September 22nd.

Commissioner Taylor wants to be sure that the Town finds money to support kids to participate in the aquatic center.

Commissioner Hensley requested a copy of the Town Manager's contract to review the separation clause.

Commissioner Thomas requested that the aquatic center be pushed to another meeting when the new Town Manager is onboard. It was explained that the acceptance of the Grant funds for the aquatic center must be approved by September 6, 2024, or the Town will lose those funds. Discussion ensued about the delay in bringing the item before the Commission and the urgency of the item now before the Commission. The design of the aquatic center would be a public process with public engagement, workshops, and a request for proposal process. The Commission asked that the presentation be brought back at the next meeting.

Motion to move the aquatic center item to August 21, 2024, made by Commissioner Taylor. Seconded by Commissioner Thomas.

Voting Aye: All

Vice-Mayor Glas-Castro stated that the sunset celebration was good. She expressed concern that too much has been allocated for the Town Code rewrite. She asked about the spending freeze for request for proposals.

She asked why there were so many sanitation collection issues. Public Works Director Jaime Morales explained that due to staff shortage they have been unable to keep up with demand.

Mayor Michaud has received complaints that the new Centennial Memorial Park gazebo was being used as a camping ground by the public. He recapped the discussion regarding the aquatic center.

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.

3. July 17, 2024 Regular Commission Meeting Minutes.
4. Resolution 53-08-24 of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Execution of an Agreement between the Town of Lake Park and LaPorta Contracting, Inc., for Construction Services required for Replacement of the Lake Park Library Roof.

Motion made to approve Consent Agenda made by Commissioner Hensley. Seconded by Commissioner Thomas. Voting Aye: All.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

5. (Continued to August 21, 2024) - ORDINANCE 07-2024 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, SECTIONS 22-101 THROUGH 22-113 ENTITLED “STREET AND MOBILE VENDORS”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to continue Ordinance 07-2024 to August 21, 2024 made by Commissioner Thomas. Commissioner Hensley seconded the motion.

Voting Aye: All.

6. (Continued to August 21, 2024) - ORDINANCE 08-2024 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to continue Ordinance 07-2024 to August 21, 2024 made by Commissioner Thomas. Commissioner Hensley seconded the motion. Voting Aye: All.

7. (Continued to August 21, 2024) - Ordinance 09-2024 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED "PARK REGULATIONS"; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED "PERMIT FOR GROUP ACTIVITIES" PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to continue Ordinance 07-2024 to August 21, 2024 made by Commissioner Thomas.
Commissioner Hensley seconded the motion.

Voting Aye: All.

NEW BUSINESS:

8. 2024 Florida League of Cities Annual Conference Voting Delegate.

Motion to have Vice-Mayor Glass-Castro be the Voting Delegate at the Florida League of Cities Annual Conference made by Commissioner Thomas. Seconded by Commissioner Taylor. Voting Aye: All.

9. Aquatic/Community Center in Bert Bostrom Park. This item was moved to the August 21, 2024 agenda.

10. Resolution 54-08-24 Update to the Master Fee Schedule.

Motion to approve Resolution 54-08-24 made by Vice-Mayor Glas-Castro. Seconded by Commissioner Taylor. Voting Aye: All.

REQUEST FOR FUTURE AGENDA ITEMS:

Vice-Mayor Glas-Castro requested a Spanish Heritage Proclamation for the second meeting in September.

ADJOURNMENT:

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

Voting Aye: All

Meeting adjourned 10:17pm.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 21, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024

Lake Park Harbor Marina P3 Quarterly Update

FOREST DEVELOPMENT

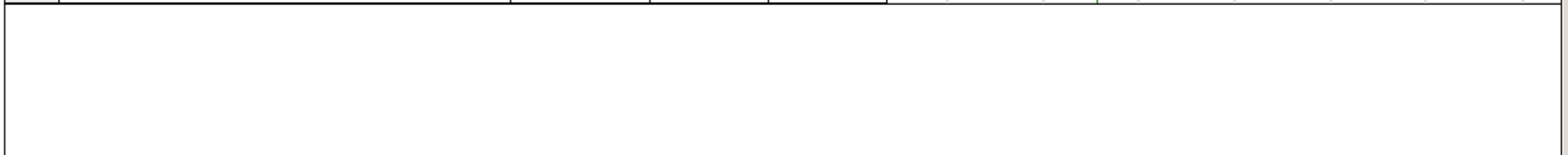
AUGUST 7, 2024

OVERVIEW – KEY ACTIVITIES

- Hotel, Boat Storage, Restaurant, and Marina Leases are approved.
- PUD to be reviewed by Planning and Zoning.
- State of Florida reverter appraisal pending.
- Marina resiliency planning underway.
- Annotated Exhibit B – Updated.
- Gantt Chart – Updated.

Item 3.

Activity Name	Org Duration	Early St.	Early Fin.							
				2022	2023	2024	2025	2026	2027	2028
1 <input type="checkbox"/> Master Critical Path 8.1.2024	1860	7/1/2022	8/3/2027	8/3/2027						
2 Complete Comprehensive Agreement	356	7/1/2022	6/21/2023							
3 Site Plan Development & Finalization	211	5/24/2023	12/20/2023							
4 Public input and workshop	0	6/21/2023	6/21/2023							
5 Town Commission Review/Workshop	42	6/22/2023	8/2/2023							
6 Marina Permit Preparation	162	7/13/2023	12/21/2023							
7 Approval of Comprehensive Agreement	0	8/2/2023	8/2/2023							
8 Ground Lease Hotel (template) Pod A	44	8/3/2023	9/15/2023							
9 Lake Park approval of Hotel ground lease	110	9/16/2023	1/3/2024							
10 Initial Marina Permit Submission Ramp Pod C	0	12/7/2023	12/7/2023							
11 Marina Permit Review Ramp Pod C	730	12/8/2023	12/6/2025							
12 PUD Master Site Plan Submission	0	12/20/2023	12/20/2023							
13 PUD Site MasterPlan Review and TCApproval	301	12/21/2023	10/16/2024							
14 Boat Storage Site Plan Submision and Review Pod B	204	5/29/2024	12/18/2024							
15 Marina Improvements Site Plan Submission Pod C	204	5/29/2024	12/18/2024							
16 Marina Rest.Site Plan Submission and Review Pod D	204	5/29/2024	12/18/2024							
17 Hotel Site Plan Submission and Review Pod A	204	5/29/2024	12/18/2024							
18 Public Workshop on Pods	66	9/1/2024	11/5/2024							
19 Construction Plan Finalization	91	12/19/2024	3/19/2025							
20 Construction of Marina Restaurant Pod D	365	3/20/2025	3/19/2026							
21 Permit and Construction of Hotel Pod A	718	3/20/2025	3/7/2027							
22 Construction of Boat Storage Pod B	365	3/20/2025	3/19/2026							
23 Marina Permit Approval Pod C	0	12/6/2025	12/6/2025							
24 Marina Upgrade Phase II Initial Expansion Pod E	365	12/7/2025	12/6/2026							
25 Marina Resiliency Improvements Pod C	420	12/7/2025	1/30/2027							
26 Marina Upgrades Phase I Boat Ramp Pod C	551	12/20/2025	6/23/2027							
27 Marina Upgrade Phase III Full Expansion Pod E	240	12/7/2026	8/3/2027							



Activity Resource Names & %Alloc Interface Event

Subproject Name Early Start Early Finish

Event Name Early Start Early Finish

Summary Early Start Early Finish

Cum. Original Profile
 Cum. Act.+Rem. Profile
 Cum. Remaining Profile
 Non-Cum. Original Profile
 Non-Cum. Actual Profile
 Non-Cum. Remaining Profile

EXHIBIT B

Marina Properties Redevelopment Project Critical Path

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

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

Ground Lease: Developer to provide drafts of the Ground Leases within 90 days of the Effective Date; the Town and the Developer will use their best efforts to execute the Ground Leases within 30 days of the date that the Developer provides drafts of the Ground Leases. The date that the Ground Lease is executed for each Component shall be referred to as the “**Ground Lease Execution Date**”.

Deed Restrictions and Reverter Clauses: Town and Developer will work to resolve the Deed Restrictions and Reverter Clauses using best efforts within 180 days from the Effective Date; the date that the Deed Restriction and Reverter Clauses are resolved to Developer’s reasonable satisfaction shall be referred to as the “**Title Cleared Date**”.

PUD/Master Plan: Developer shall submit a PUD application with an accompanying Master Plan for the Project within 120 days of the last of the Ground Lease Execution Date for all of the Components. The date that the Town approves of the Master Plan shall be referred to as the “**PUD Master Plan Approval Date**”.

Hotel Component:

Developer shall submit a site plan of the Hotel Component approval within 90 days of the Master Plan Approval Date. ←

Within 210 days of the issuance of site plan approval for the Hotel Component, Developer shall submit design and building permits. ←

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

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

Boat Storage Component:

Developer shall submit for site plan approval for the Boat Storage Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Apps. ←

Hotel Lease Approved 1/03/24.

Boat Storage, Public Marina & Marina Restaurant Approved 5/15/24.

Letter sent State on 12/21/23.

Approval in process as of 8/07/24.

Was submitted on 12/18/23.
Resubmittal pending for final staff review -- September/October.

Pending PUD Approval August/September.

Submitted on 5/29/24 & 6/26/24. Pending 3rd submittal by end of August. PZB September/October. Town Commission November.

Submitted on 5/29/24 & 6/26/24. Pending 3rd submittal by end of August. PZB September/October. Town Commission November.

Within 180 days of the issuance of site plan approval for the Boat Storage Component, Developer shall submit design and building permits.

Within 12 months of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Boat Storage Component, Developer shall complete construction of this Component.

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

Public Marina Component:

Developer shall submit for site plan approval for the Public Marina Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 180 days of the Effective Date, Developer and Town shall work together to start the process of obtaining any and all necessary Government Approvals, including federal , state, county, Florida Department of Environmental Protection, the United States Coast Guard, and other governing agencies; the date that all necessary approvals have been obtained as described in this paragraph shall be referred to as the "Marina Approval Cleared Date".

Within 200 days of the Marina Approval Cleared Date, Developer shall submit design and building permits.

Within 365 days of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Public Marina Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the Certificate of Occupancy for this Component.

Marina Restaurant Component:

Developer shall submit for site plan approval for the Marina Restaurant Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 210 days of the issuance of site plan approval for the Marina Restaurant Component, Developer shall submit design and building permits.

Within 365 days of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Marina Restaurant Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the Certificate of Occupancy for this Component.

Pending PUD Approval

First Permit DEP applied for

Response to comments Submitted 8/05/24

Was submitted on 5/29/24, and again on 6/26/24. Pending 3rd submittal by end of August. PZB September/October. Town Commission November.

UPCOMING KEY EVENTS

- Town of Lake Park Planning & Zoning Hearing – September/October 2024
- Town of Lake Park Commission PUD Review and Approval – November 2024.
- Questions & Answers

**Town Commission Meeting August 7,
2024**

**Testimony on Recommend Budget
Extension Process**

Michael Steinhauer, OTR, MPH, FAOTA

Good evening, Mayor and members of the Town Commission. My name is Michael Steinhauer, and I reside at 435 Greenbriar Drive. My comments will be civil and respectful of decorum

I appear today because there is a Town of Lake Park budget preparation process that needs re-thinking this year. It seems to me that when any Executive Director, or a CEO, or an Administrator, or even a CFO are about to exit their organization, that serious consideration must be afforded, to minimally adjust the process of the preparation of the following year's budget, so that those who will be mostly responsible for its application can take ownership, be accountable, and respond to the organization's constituents in the

subsequent year when the budget is applied.

It can't be "business as usual" in the circumstance when the leader steps down, and he or she, immediately after submitting the following year's budget, leaves the organization without a full, detailed, and accountable review of the work product. The budget process here leaves very little room, very few days, for a careful appraisal of the work submitted.

I empathize with you good people on the dais. Even you, especially with newer commissioner members, must admit that the complexity of the town budget can be overwhelming, and that both you elected officials, and we residents, the people paying for the budget decisions, need more time to absorb, understand, create

priorities, and feel comfortable with these important decisions.

So, I therefore request a simple extension of the budget process so that key staff serving the town next year, and the town's stakeholders, have some breathing room to work together and get it right. There is just enough uncertainty about the Town Manager's judgement, potentially tainted by self-interest or special interests, at the tail end of his tenure here, to pause a few weeks and be sure that line items are critically evaluated without exiting bias.

Too much is at stake to do anything less. And the good will created by a budget review extension, will go a long way in sending a message to taxpaying residents, that the culture of its elected leaders know when it's time to do the right, smart thing.

I would fail to understand why a prudent budget process extension would cause harm. Please approve this recommendation. Good evening.

Thank you.



**TOWN MANAGER COMMENTS
REGULAR TOWN COMMISSION MEETING
Wednesday, August 7, 2024**

COMMUNITY DEVELOPMENT

Staff is still working with FDOT on the four agenda items associated with the roadway/medians project along US-1. We have some pending issues to resolve regarding the responsibilities of the friction testing. We are hopeful the items will be ready for presentation to the Town Commission on August 21.

HUMAN RESOURCES

Job Openings:

The following open positions are being advertised:

- Sanitation Truck Operator I -- Pay Range: \$18.91 to \$30.25 per hour. Submittal deadline is 5:00 p.m. on August 15, 2024
- Library Assistant – Pay Range \$15.43 to \$24.69 per hour. Submittal deadline is 5:00 p.m. on August 20, 2024
- Town Manager – Starting Annual Base Salary: \$163,000.00. **Deadline for submittal of Letter of Interest and Resume with Salary History directly to DHHiggin@att.net is 5:00 p.m. EST on August 31, 2024.**

The following volunteers are needed for the Lake Park Public Library:

- Tutors for one-on-one English language learning
- Tutors for one-on-one basic computer and digital literacy
- Data entry
- Shelving
- Facilitator for English Exchange Group

To view the complete job posting for the above positions or volunteer opportunities, or to download an employment application for either the Sanitation Truck Operator I or the Library Assistant position, or to download a volunteer application, please visit the Town's official website at www.lakeparkflorida.gov . For additional information please contact the Town's Human Resources Department at 561-881-3300 and choose Option 8.

SPECIAL EVENTS

Back 2 School Extravaganza

The Town of Lake Park will host its annual Back 2 School Extravaganza on Saturday, August 10 from 10:00 a.m. to 1:00 p.m. at Town Hall. Students in grades K-12 will receive a backpack filled with school supplies. For more information, call 561-840-0160.

Sunset Celebration

The Sunset Celebration will be held on Friday, August 30 from 6:00 p.m. – 9:00 p.m. in Kelsey Park. This month's event will feature live entertainment from Whisky Six! For more information, call 561-840-0160.

TOWN COMMISSION CONSENSUS

Mayor Michaud is forwarding a request from former Commissioner John Linden who is requesting a Proclamation to acknowledge the Town of Lake Park Centennial 1923-2023. Seeking Town Commission consensus to place a Proclamation on a future agenda.

P3 \$1.2 MILLION STATUS UPDATE

The Marina Redevelopment budgeted the \$1,200,000 one time assessment fee as revenue to the Marina (Department 401) in FY 2023-24.

The agreement was signed in August 2023 and payment is expected one year after the agreement was signed. We have not received the payment yet.

TOWN OF LAKE PARK



BACK 2 SCHOOL EXTRAVAGANZA

FREE BACKPACKS, SCHOOL SUPPLIES & RESOURCES FOR STUDENTS GRADES K-12
PARENT & STUDENT MUST BE PRESENT

SATURDAY, AUGUST 10
10:00 AM - 1:00 PM
TOWN HALL
535 PARK AVENUE
LAKE PARK, FL 33403

ACADEMIC & TECHNICAL PROGRAM
INFORMATION FOR COLLEGE STUDENTS

FOR SPONSORSHIP, VENDOR, DONATION & VOLUNTEER
INFORMATION PLEASE CONTACT THE SPECIAL
EVENTS DEPARTMENT AT 561-840-0160 OR
SPECIALEVENTS@LAKEPARKFLORIDA.GOV
WWW.LAKEPARKFLORIDA.GOV



NAUTILUS 220
LUXE WATERFRONT RESIDENCES



SUNSET CELEBRATION

FREE MUSIC CONCERT

FEATURING



FOOD VENDORS * CASH BAR * ART & CRAFT VENDORS * HAPPY HOUR
FREE ADMISSION & PARKING * NO OUTSIDE FOOD OR DRINKS

FRIDAY, AUGUST 30
6:00 PM - 9:00 PM
KELSEY PARK
601 US HIGHWAY 1
LAKE PARK, FL 33403

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



Janet Perry

From: Roger Michaud
Sent: Tuesday, August 6, 2024 2:29 PM
To: Janet Perry
Subject: Fwd: Centennial Proclamation

Janet,

Can you add this to town manager notes for tomorrow nights meeting for consensus.

Thank you in advance,

Roger Michaud

Sent from my iPad

Begin forwarded message:

From: Roger Michaud <rmichaud@lakeparkflorida.gov>
Date: July 10, 2024 at 1:23:35 PM EDT
To: mascaro@aol.com
Subject: Re: Centennial Proclamation

Good Afternoon John,

I have asked staff to add this to Town Manager's Notes for commission approval for the upcoming meeting. I anticipate this will get things rolling. Now just for clarification is this for the centennial year as a whole or to the centennial committee specifically. Just so I can explain properly.

Thanks.

Roger Michaud

Sent from my iPad

On Jul 10, 2024, at 12:34 PM, mascaro@aol.com wrote:

To the best of my knowledge, a proclamation was never done for our Centennial. If you would consider one we would love to display it at the Evergreen House. Based on the huge increase in traffic for our monthly meetings and the people visiting during the Sunset Celebration it would add a very nice touch. Thanks in advance for considering this request.
John Linden

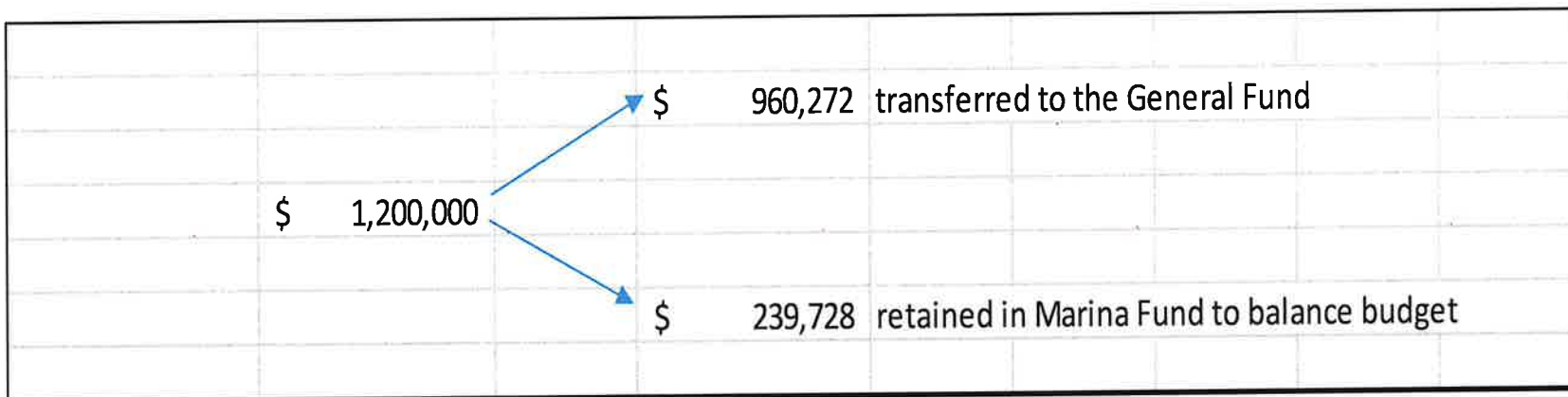
[Sent from AOL on Android](#)

How the \$1.2MM for Marina Redevelopment was Budgeted in FY24

1)

In the FY24 budget the Marina received an initial anticipated payment of \$1,200,000 for redevelopment. This was recorded as “collection fee” revenue in the Marina. The original intent of these funds was to transfer all of the \$1.2MM to the General Fund.

Towards the end of the FY24 budget process the Marina had a shortfall of \$239,728 and needed this amount to balance the budget. Instead of transferring the full \$1,200,000 to the General Fund, the budget would now call for a \$960,272 transfer to the General Fund.



2)

Next, the \$960,272 from the Marina was recorded as revenue in the General Fund. As a result of this transfer, the General Fund had a surplus of \$719,778 and the plan was to return this amount to Fund Balance. Prior to the transfer the General Fund had a deficit of (\$240,494) which included a Commission requested millage reduction of (\$132,589) as well as expense increases to town events such as the Haitian Flag Day (\$9,000) and the Easter Egg Hunt (\$1,000).

	\$	(240,494)	General Fund budget deficit before transfer		
	\$	960,272	Transfer from Marina Fund		
	\$	719,778	Adjusted budget surplus		



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: August 21, 2024 Commission Budget Workshop Minutes.

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

Approved by Town Manager **John D'Agostino** Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, e=US
Date: 2024.08.27 16:03:27 -04'00' Date: _____

Laura Weidgans, Deputy Town Clerk
Name/Title

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

Recommended Motion: I move to approve the August 21, 2024 Commission Budget Workshop Minutes



Lake Park Town Commission, Florida

Commission Budget Workshop Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday August 21, 2024
Immediately Following the CRA Budget Workshop

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

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

CALL TO ORDER/ROLL CALL

6:36 P.M.

PRESENT

- Mayor Roger Michaud
- Vice-Mayor Kimberly Glas-Castro
- Commissioner Mary-Beth Taylor
- Commissioner Judith Thomas
- Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

Conducted during the CRA Workshop.

SPECIAL PRESENTATION/REPORT:

1. Town of Lake Park Budget 2024-2025 PROPOSED

Town Manager D'Agostino explained the purpose of the workshop. He stated that the State of Florida had reduced their contribution to the Town by \$80,000. Town Manager D'Agostino spoke about the budget process, the proposed budget and the proposed millage rate. He would like feedback on what the Commission would like to see in the budget.

Town Manager D'Agostino discussed the budget as compiled within a budget sheet provided by the Finance Department (Exhibit A).

Town Manager D'Agostino discussed a budget item for over \$600,000 for adding two deputies and two services aides. He stated that if we didn't hire any officers our cost would increase by \$136,552 which amounts to a 4% increase. Adding the two service aides would offset that by \$50,000 each.

Vice-Mayor Glas-Castro asked about the surplus of \$13,400 and does that include the PBSO Deputies and service aides. Town Manager D'Agostino stated that it does. She also asked about expenditures vs. revenues. Finance Director Jeff DaSilva stated that any remaining deficits at the end of the year would be forwarded to the next budget year. Vice-Mayor Glas-Castro stated that she does not feel that this is prudent budgeting. Commissioner Taylor asked if the service aides were being proposed only for parking and believes the parking situation needs to be reviewed to determine the root cause. She would also like to know why we need two additional officers. PBSO Captain Gendreau stated that the service aides are not only intended for parking issues. He stated that the service aides can assist with traffic accidents freeing up the deputies, they would also perform various community service functions, identify potentially hazardous situations, address abandoned vehicles, interview complainants, transport evidence, traffic control, records checks, etc. which will free up the deputies. He stated that they are asking for the two additional deputies because the town is growing and the Town's population will be growing. Vice-Mayor Glas-Castro asked how the two new deputies would be incorporated into the team. Captain Gendreau stated that he would assign one to each of the two midnight shifts. Captain Gendreau stated that the Sheriff

has offered to offset the 4% Cost of Living increases in the first year if the new staff are attained. Commissioner Thomas asked how many deputies are staffed. Captain Gendreau stated there are 23 staffed deputies. Commissioner Thomas asked if the big box stores that are experiencing a rise in shoplifting will share the burden of the cost associated with that. Captain Gendreau advised that the Town would not have additional costs outside of the contracted amounts. Commissioner Thomas stated she would be in favor of adding the service aides and feels they could benefit the Town. Vice-Mayor Glas-Castro asked if the Town could utilize a nuisance abatement action. Captain Gendreau stated that Walmart has agreed to hire a deputy 7 days a week. Vice-Mayor Glas-Castro asked if the service aides wear body cameras. Captain Gendreau advised that yes, they would.

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.

-Michael Steinhauer comments provided via Exhibit B.

-Rafael Moscoso expressed concerns with the employee raises and PBSO.

Commission discussion resumed and addressed each department individually.

Town Commission Budget- Vice-Mayor Glas-Castro asked about the 50% travel budget cut.

Finance Director Jeff DaSilva stated that the Commission would need to decide which events they would want to attend. Mayor Michaud agreed to remove the Mayor's Ball expenses.

Commissioner Taylor agreed to not participate in most of the Commission events that need travel funds.

Town Manager Budget- Town Manager D'Agostino stated that the Town Manager Budget has been reduced by \$45,000 in anticipation of the position being vacant for approximately three months. The Commission agreed that the Town Manager's salary range will be adjusted at a later point once a new Town Manager is hired.

Human Resources Budget- A salary increase was proposed in the budget. Vice-Mayor Glas-Castro would like to have one-on-one discussions about this as it was not brought up previously.

Commissioner Taylor asked if they could be provided with the previous compensation study that was done so they could compare to any salary raises being proposed.

Town Clerk Budget- Only 3% Cost of Living and 3% Merit increases proposed for this Department.

Legal Budget- Proposed increase of \$90,000. Vice-Mayor Glas-Castro feels that this budget needs to be cut. Town Attorney Baird stated that if they are successful with pending litigation, some of the proposed increase can be removed. He suggested using ARPA funds to pay for some of the items within the Legal budget.

Grant Writer/Public Information Budget- Finance Director DaSilva stated that the salaries that are showing for 2024 are only for 10 months.

Information Technology Budget- Town Manager D'Agostino stated that there was an increase for the Department Head to prevent them from taking another job. Vice-Mayor Glas-Castro requests to see the compensation study in order to evaluate the proposed increase in salary. Commissioner Taylor would like to see some funds go to the sanitation departments' salaries for what they have to endure.

Finance Budget- No questions.

Emergency Management Budget- Town Manager D'Agostino stated there is \$100,000 in a special account for natural disasters.

Public Works Budget- Only cost of living and merit increases proposed for the Director.

Ground Maintenance Budget- Longevity pay was discussed.

Facilities Maintenance- No questions.

Vehicle Maintenance- Longevity pay was discussed

Community Development Budget- Only Cost of Living and merit increases for the Director. Vice-Mayor Glas-Castro will not support body cameras for code enforcement. There was a discussion about CAP expenditures and permit revenue. Vice-Mayor Glas-Castro stated that upon the start of the new fiscal year, the Town may need to re-negotiate the contract with CAP to ensure expenses are covered.

Special Events Budget- Commissioner Taylor asked about the budget for Sunset Celebration and suggests combining events together in order to save money. Special Events Director Riunite Franks stated that it is possible to try to do that.

Library Budget- Only cost of living and merit increases proposed. Town Manager D'Agostino spoke about a sewer issue at the Library and possible costs for repairs. Commissioner Thomas spoke about having the Library use the same software as the County libraries and schools. Commissioner Taylor would like to see funds spent on the sewer repair before anything else. Public Works Director Jaime Morales provided a repair update. Town Manager D'Agostino stated there is \$192,320.51 in the budget that can be committed to that project if needed.

Wage Adjustments- No questions.

There was a discussion about a \$35,000 item in the budget. Town Manager D'Agostino stated that the \$35,000 is to pay for the Town of Palm Beach Shores Lobbyist via the developer so that the Town of Palm Beach Shores would give us their much needed sand. The Commission expressed concerns about paying for this item.

Public Streets and Roads Budget- Commissioner Taylor asked about a budget for street light improvements. Town Manager D'Agostino stated that they are making those improvements through Florida Power and Light (FPL) to address all of the dark areas in the Town and it would result in a \$6,000 per year cost. Public Works Director Morales stated there will be 159 new lights in Town.

Special Projects Budget- No questions.

Marina Fund Budget- No questions.

Stormwater Fund Budget- No questions.

Sanitation Budget- The Commission asked about the current sanitation delays and what the cause is. Public Works Director Morales stated that they are still waiting on replacement vehicles that have been delayed due to backlog.

CRA Budget- No questions.

ADJOURNMENT:

Motion to adjourn made by Vice-Mayor Glas-Castro, Seconded by Commissioner Thomas.

Voting Aye: All

Meeting adjourned at 9:55pm.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024

Exhibit A

American Rescue Plan Funds

As of July 31, 2024

Unspent ARPA Funds		\$727,072
Planned Expenditures		
<ul style="list-style-type: none"> • Code Overhaul • Indoor Pavilion Replacement Windows & Doors • New Security Camera System for PW • New Windows for PW Bldg 	\$636,072 \$50,000 \$31,000 \$10,000	
Total Planned Expenditures		\$727,072

Proposed Planned Expenditure Revision

Planned Expenditures		
<ul style="list-style-type: none"> • Code Overhaul/Additional Legal • Indoor Pavilion Replacement Windows & Doors • New Security Camera System for PW • New Windows for PW Bldg 	\$90,000 \$50,000 \$31,000 \$10,000	
Total Planned Expenditures		\$181,000
Funds Available For Other Use		\$546,072



Direct Public Benefits of Proposed
Budget 2024-2025

The current iteration of the budget for Fiscal Year 2024-2025 includes the following Direct Public Benefits:

- Summer recreation program for youth \$110,510.
- Back to school extravaganza \$6,000.
- After school youth activities \$2,500.
- Event funding for:
 - Santa's Magic Sleighride \$1,500
 - Haitian Flag Day \$5,000
 - Sunset Celebration \$74,000
 - Multicultural Festival \$10,000
 - Easter Egg Hunt \$1,000
 - Holiday Decorating Contest \$1,100
 - Holiday Tree Lighting/Seasonal Activities \$170,890
- Town of Lake Park Grants \$15,000.
- Town of Lake Park Neighborhood Block Party Grants \$5,000 (restricted to under \$500).
- Contingency for hurricane related storm costs \$100,000.
- Library materials (including new books) at \$30,000.

- Library flooring replacement \$120,672.
- Library doors ADA upgrade \$28,750.
- Magazine and newspaper subscriptions at Library \$11,550.
- Sidewalk improvements and repairs \$275,000.
- Pavement improvement program throughout many roadways \$479,478.
- Storm Water purchase of Skid Steer attachments \$37,750.
- New enclosed trailer for Ground Maintenance \$10,500.
- Indoor pavilion new windows and doors \$50,000.
- New security camera system for Public Works \$31,000.
- New windows for Public Works \$10,000.
- Street and traffic signs \$25,000.
- New street light installations \$6,000.
- Electrical upgrades (via CRA) to Park Avenue \$200,000.

The following items will be added to the next iteration of the Budget upon Commission approval:

- July 4th Fireworks \$45,000.
- Martin Luther King, Jr. Memorial Event \$25,000.

Town of Lake Park
Schedule of Palm Beach County Surtax Revenue & Expenditures

Item 4.

Revenue Inception thru 8/14/2024	Revenue 8/15/2024 thru 9/30/2024	Revenue 10/1/2024 thru 12/2025 (expected end date)	Expenditures Inception thru 8/14/2024	Purchase Orders Outstanding	Proposed 24/25 Expenditures	Total
Revenue	\$5,325,145.50	\$224,000.00	\$1,063,900.00			\$6,613,045.50
Expended thru 8/14/2024						
Street Improvements: Watertower, Railroad Avenue and Greenbriar			\$297,736.05			
License Plate Reader			\$946,100.90			
Fiber Optics			\$238,165.95	\$31,865.75		
Surveillance Cameras			\$155,350.52			
CRA Parking Lot			\$762,049.79			
Lakeshore Drive Improvement			\$1,383,606.52			
Town Hall Roof & Balconies Restoration			\$339,011.69	\$31,525.00		
Pro-Shop Roof & Cooling System			\$22,596.00			
Sidewalk Repairs in Identified Sections of Town			\$306,128.10	\$84,000.00	\$275,000.00	
Road Repairs in Identified Sections of Town			\$260,258.37		\$453,478.00	
Fire Alarm System Town Hall			\$73,250.00			
West Ilex Park			\$24,020.20	\$11,535.22		
Street Lighting Improvements			\$14,054.75	\$3,467.72	\$6,000.00	
PBSO Fence Replacement				\$144,470.13		
MT-130 Match (11 million dollar grant)				\$130,832.33		
Park Ave Lighting Enhancements				\$8,700.00		
Library Roof				\$268,100.00		
Library Flooring					\$120,672.00	
Library Doors ADA Upgrade					\$28,750.00	
Totals			\$4,822,328.84	\$714,496.15	\$883,900.00	\$6,420,724.99
Available Funds						\$192,320.51

Testimony about Excessive Pay Increases for Some But Not All Town
Employees

August 21, 2024

My name is Michael Steinhauer and I live at 435 Greenbriar Drive. I wish to comment on the proposed budget item related to providing town management staff excessive pay increases. Line workers have been kept out of these deliberations. How insulting!

A few highlighted points you must ask yourselves before you rubber stamp this initiative:

- 1) How will the town pay for these raises? What programs and services will be cut or reduced?
- 2) How will our taxes be impacted by these raises?
- 3) Couldn't a reasonable conclusion be reached that our thirst for the development of high rises, be tied to the pressures of meeting our budget requirements, now overly stretched by these recommended increases?
- 4) How do you justify being the highest paying municipality in Florida, adjusted for resident population and town square miles?
- 5) If we require the new Town Manager to live inside our borders, which has been strongly suggested, why would we continue to pay for car and gas allowance to get to work or around the county?
- 6) Has the matter of performance-related pay to help align town and employee goals been considered? Will these management - only raises provide incentives for employees to work harder and more efficiently? With performance-based pay, the system can help recognize and reward high-performing employees, increasing employee morale and job satisfaction.

7) And related to performance-based pay, if I believed for one moment that these well-meaning but outrageously paid managers were going to work harder, or with more success related to the percent increase they might receive, maybe I could get more on board. But there is no evidence of such an outcome to benefit the town or quality of life. It doesn't mean street and sidewalk repairs improve, no traffic bumps where they belong, no enhanced sanitation services (which are pretty good), no more open spaces, and no improvement in code enforcement processes. Only the employee benefits.

In FY 2023-2024, \$160,000 was approved for 5 people. In this upcoming fiscal year, \$127,000 is being considered for the same 5 people! WOW!

You are the stewards of our money. And I object to your spending my money for this purpose and in the manner being considered. Be smarter! Delay this approval so that more studies and consideration can be achieved. If we were to move forward with this in 2 months, no employee will object.

It is the least you can do this evening. Thank you.



Town of Lake Park
PUBLIC COMMENT CARD

Commission
Budget

Item 4.

CIVILITY AND DECORUM

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

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

Meeting Date 8/21/24

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

Name: Michael Steinhauer
Address: 435 Greenbriar Dr WPB

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@gmail.com

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

Budget Proposals for management staff

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

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



Town of Lake Park
PUBLIC COMMENT CARD

Commissioner
Brelger

Item 4.

CIVILITY AND DECORUM

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Meeting Date 21 Aug 24

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

Name: Rafael Moscoso
Address: 429 GREEN BIRCH

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

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

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

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



Commission
Budget

CIVILITY AND DECORUM

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- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date: 7/18/2024

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

Name: John Linden
Address: 568 N. Redwood Dr

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

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

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

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

Card was Polled!
Did not speak.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: August 21, 2024 Regular Commission Meeting Minutes.

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

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.27 16:08:53 -0400 Date: _____

Laura Weidgans, Deputy Town Clerk
Name/Title

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

Recommended Motion: I move to approve the August 21, 2024 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday August 21, 2024
Immediately Following the Commission Budget Workshop

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

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

CALL TO ORDER/ROLL CALL

10:01 P.M.

PRESENT

- Mayor Roger Michaud
- Vice-Mayor Kimberly Glas-Castro
- Commissioner Mary-Beth Taylor
- Commissioner Judith Thomas
- Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

The pledge was bypassed as it was conducted earlier.

Mayor Michaud announced that due to time constraints, the Regular Commission Meeting would be heard before the Density Workshop

SPECIAL PRESENTATION/REPORT:

1. Presentation on Aquatic/Community Center in Bert Bostrom Park

Community Redevelopment Agency Administrator Allison Justice presented the item (Exhibit A).

Vice-Mayor Glas-Castro asked if the grant was for design and construction. Community Redevelopment Agency Administrator Justice stated that the grant could only be used for design, the construction would need to be matched. Vice-Mayor Glas-Castro asked if we could just move forward with the design and not move forward with construction. Grant Writer/Chief Public Information Officer Merrell Angstreich stated that yes, this is possible. Vice-Mayor Glas-Castro suggested holding off on the construction portion until they could ascertain the desires of the community. Commissioner Taylor agreed with this.

Public Comment:

-John Linden spoke about the Aquatic/Community Center and is not in favor of either as he does not feel that the Town can afford the annual costs involved.

Motion made to move item #8 so that it could be heard in conjunction with this presentation made by Vice-Mayor Glas-Castro, Seconded by Commissioner Thomas. Voting Aye: All.

8. Resolution 57-08-24 Authorizing And Directing The Mayor To Sign The Grant Agreement With Palm Beach County For Funding Through The Community Development Block Grant Program For The Design And Construction Of An Aquatic Center And A Community Center.

Motion to approve Resolution 57-08-24 with modification to remove “construction” from the language so that it is only for the design, made by Vice-Mayor Glas-Castro. Seconded by Commissioner Hensley. Voting Aye: All.

Motion made to move Commissioner Comments to the end of this agenda made by Vice-Mayor Glas-Castro, Seconded by Commissioner Thomas. Voting Aye: All

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.

-John Linden spoke about rushing through meetings.

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. Resolution 56-08-24 Classifying Certain Town Owned Library Personal Property As Surplus.

Motion to approve Resolution 56-08-24 made by Commissioner Thomas, Seconded by Vice-Mayor Glas-Castro. Voting Aye: All.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE****PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

3. ORDINANCE 07-2024 Mobile Vendors, including Mobile Food Dispensing Vehicles (i.e. Food Trucks).

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, SECTIONS 22-101 THROUGH 22-113 ENTITLED "STREET AND MOBILE VENDORS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item. Town Planner Anders Viane explained that the Ordinance had been modified from first reading as per the Commission's direction to modify the procedure of the storage of the food trucks and clarify how unlawful parking will be enforced.

Motion to approve Ordinance 07-2024 on second reading made by Commissioner Thomas, seconded by Commissioner Hensley. Voting Aye: All.

Town Attorney Baird read the Ordinance by title only.

4. ORDINANCE 08-2024 Creating a New Section 30-6 Pertaining to the Operation of Micromobility Devices, Golf Carts, Low Speed Vehicle and Motorized Scooters and Amending Chapter 30 Pertaining to High-Capacity Passenger or Work Vans.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item. Town Planner Viane stated that per the Commission's direction the multi-modal pathway definition and references have been updated.

Commissioner Taylor asked about the definition of high capacity vehicles and if a resident with such a vehicle would be able to park outside their house. Town Planner Viane stated that it would not be permissible. Community Development Director Nadia DiTommaso clarified that each property is allowed one work van to park in front of their property. Commissioner Hensley asked for additional clarification for residents with more than one work vehicle. Community Development Director DiTommaso stated that this would only apply to commercial vehicles with commercial signage, not to personal pick-up trucks.

Public Comment:

-Patricia Leduc appreciates there being rules and regulations to follow. She asked if there could be some clarification as to the requirements of low speed vehicles and if that includes golf carts.

Town Planner Viane stated golf carts are subject to registration and insurance requirements along with any vehicle operating on the road.

Vice-Mayor Glas-Castro stated that the language in the Ordinance does not reflect this. Community Development Director DiTommaso clarified that if a golf cart is only used on a golf course, then the licensing requirements would not apply. Commissioner Thomas interpreted the language to say that only the vehicle operator needs to be insured. There was a discussion about the definition of a low speed vehicle, the intent of the Ordinance and vehicle requirements. Palm Beach County Sheriff's Office (PBSO) Captain Gendreau clarified that any vehicle that operates on the road is subject to the requirement of registration and insurance.

Town Attorney Baird suggested continuing the item to allow time to clean up the language of the Ordinance. Mayor Michaud agreed.

Motion to continue Ordinance 08-2024 to September 4, 2024 made by Vice-Mayor Glas-Castro, seconded by Commissioner Hensley. Voting aye: All.

Motion made to move Item #6 up for discussion made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting aye: All.

6. Resolution 49-08-24 Authorizing the Construction of the Access Management Plan from Silver Beach Road to Palmetto Road (FDOT).

Town Manager D'Agostino explained the item.

Motion made to approve Resolution 49-08-24 made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting Aye: All.

7. Resolution 55-08-24 Amending Resolution 84-10-23 which declared zoning in progress pertaining to the development of regulations for affordable or workforce housing by amending section 5 to extend the zoning in progress to March 31, 2025.5.

Motion made to approve Resolution 55-08-24 made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting aye: All.

5. ORDINANCE NO. 09-2024 Establish New Regulations for the Use of Parks.
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED “PARK REGULATIONS”; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INLCUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED “PERMIT FOR GROUP ACTIVITIES” PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to continue Ordinance 09-2024 to September 4, 2024 made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting aye: All.

OLD BUSINESS:

Item #6 & 7 moved to be heard after item #4.

NEW BUSINESS:

Item #8 moved to appear after Special Presentation.

9. Resolution 58-08-24 Authorizing And Directing The Town’s Grants Writer To Complete And Submit An Application To The Department Of Transportation Under The Reconnecting Communities Program To Obtain Funds To Begin The Park Avenue Extension Project.

Town Manager D’Agostino explained the item. Motion to approve Resolution 58-08-24 made by Vice-Mayor Glas-Castro, seconded by Commissioner Thomas. Voting aye: All.

PUBLIC COMMENT:

-Shana Phelan said she was against the grant for the extension.

-Patricia Leduc spoke against the extension.

REQUEST FOR FUTURE AGENDA ITEMS: Bypassed due to time constraints.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

This section moved to the end of the agenda. Bypassed due to time constraints.

ADJOURNMENT:

Meeting adjourned by expiration of time.

11:01pm

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 4, 2024.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



Town of Lake Park & Lake Park CRA

*Bert Bostrom Park
Capital Improvements*

Presented to: Lake Park Town Commission, August 21, 2024



Agenda

- ❑ **Current Project Overview**
- ❑ **Benefits of an Aquatic Center**
- ❑ **Aquatic Center**
 - *Estimated Costs/Revenues*
- ❑ **Benefits of a Community Center**
- ❑ **Community Center**
 - *Estimated Costs/Revenues*
- ❑ **Estimated Cost Overview**
- ❑ **Community Outreach**
- ❑ **Next Steps**





Bert Bostrom Park Infrastructure



Scope of Work:

- Drainage Improvements

Funding Sources:

- Town (Design): \$189,055
- Federal Funds (Construction): \$5,621,838
 - Florida Commerce CDBG-MIT Grant

Amenities

- New High quality turf
- Multi-Purpose Field

Estimated Completion Date: July 2025





Aquatic Center Benefits to Lake Park



Trends:

- Community pools began closing around 2008 - Financial Strains
- Resurgence of popularity recently
- Pool not likely to financially sustain itself

Quality of Life Benefits:

- ✓ Promote Physical and Mental Fitness
- ✓ Increase Public Safety and Water Safety
 - Lifeguard Training, Swimming Lessons
- ✓ Offer Career Opportunities
- ✓ Improve Wellness Equality
- ✓ Build Community Relationships
- ✓ Enhance Civic Pride and Neighborhood Value





Aquatic Center Estimated Capital Costs

Assumptions:

- 6-8 Lanes
- 50 Meters
- Kids Pool/Splash Area
- Approx. 5,000 SF
- 4,000 SF Locker Rooms/Concession Area



ESTIMATED COST:

Construction: \$3,600,000 - \$4,000,000

Design: \$400,000



Item 5.

Aquatic Center Potential Capital Funding

ESTIMATED COST:

Construction: \$3,600,000 - \$4,000,000

Design: \$400,000

Committed Funding:

1. Grant: \$400,000 (for Design)
2. Private Donation (amount TBD)
 1. One Donation Committed
 2. Can Solicit Others

Potential Funding:

1. Grants: Federal/State/Local
2. Other Private Donations
3. Town of Lake Park: Capital Contribution
4. CRA Bond



Item 5.

Aquatic Center Operational Costs

Assumptions:

- Staffing (Full and Part Time)
- Utilities
- Repair/Maintenance (Chemicals)
- Insurance
- Uniforms/Operating Supplies
- Contracted Services

ESTIMATED COST:
\$500,000 - \$600,000 Annually





Aquatic Center Operational Revenue



Revenue Sources:

- Admissions
- Memberships
- Swim Lessons
- Private Parties
- Classes
- Special Events
- Rentals
- Concessions



REVENUES:

\$150,000 - \$250,000 Annually



Aquatic Center Overview

Capital:

Cost \$4,000,000

Funded: \$400,000 + ??

Operations:

Cost \$500,000 - \$600,000

Revenues \$150,000 - \$250,000

Annual Net Cost to Town: \$350,000



Community Center Benefits to Lake Park



State and Federal Funding Opportunities for:

- Energy Efficiency
- Climate Action/Pollution Reduction
- Emergency Response
- Resiliency

Currently No Community Facility in Lake Park for Children and Families

Benefits:

- ✓ Social Interaction
- ✓ Fitness/Wellness/Recreation
- ✓ Educational Programs
- ✓ Support Services
- ✓ Economic Impact
- ✓ Emergency Operations/Resilience
- ✓ Cultural Impact





Community Center Capital Costs

Assumptions:

- 22,000SF – 40,000SF
- 9,000 SF Gymnasium
- Multipurpose Rooms
- Prep Kitchen
- Offices
- Potential EOC
- Potential Hurricane Shelter
- LEED Certified

ESTIMATED COST:

Construction: \$11,000,000 - \$18,000,000

Design: \$1,000,000





Item 5.

Community Center Potential Capital Funding

ESTIMATED COST:

Construction: \$11,00,000 - \$18,000,000

Design: \$1,000,000

Committed Funding:

1. Grant: \$400,000 (for Design with Aquatic Center)

Potential Funding:

1. Grants: Federal/State/Local
2. Other Private Donations
3. CRA Bond



Community Center Operational Costs

Assumptions:

- \$8-20 PSF (USED \$15/SF)
- Staffing (FT/PT)
- Repair/Maintenance/Cleaning
- Utilities/Technology
- Insurance
- Programming and Activities
- Operational Supplies

ESTIMATED COST:

\$375,000 - \$600,000 Annually
*Some Shared Costs with Aquatic Center and
Some Staffing Already Employed by Town*





Community Center Operational Revenue



Revenue Sources:

- Summer/Winter Camp
- Rentals
 - Facility
 - Gymnasium
 - Furnishings
- Memberships
- Classes
- Athletic Leagues
- Concessions

ESTIMATED REVENUES:
\$25,000 - \$50,000



Community Center Overview



Item 5.

Capital:

Cost \$11,000,000 - \$18,000,000

Funded: \$

Operations:

Cost \$375,000 - \$600,000

Revenues \$25,000 - \$50,000

Annual Net Cost to Town: \$325,000- \$550,000



Bert Bostrom Other Capital Expenses



Item 5.

Burt Bostrom Park Improvements				
		Estimated Cost	Funded?	Funding Source
Playground				
	Shade Sails	\$ 125,000	N	
	Equipment	\$ 50,000	N	
Basketball Courts				
	1 Court	\$ 20,000	N	
	2 Courts	\$ 30,000	N	
Parking				
	For Both Facilitie	\$1,200,000	Partial	
Landscaping				
	Additional	\$ 75,000	N	
TOTAL OPTION 1		\$1,345,000		
TOTAL OPTION 2		\$1,355,000		

Total Estimated Capital Costs:

1. Aquatic Center: \$4,400,000
2. Community Center: \$12,000,000
3. Other/Park: \$1,350,000

\$17,750,000

Annual Operational Funding:

1. Aquatic Center: \$350,000
2. Community Center: \$325,000 - 550,000
(Includes staff already employed by town)

\$675,000 - \$900,000



NEXT STEPS

If decision is yes to move forward with exploration of an Aquatic and/or Community Center



Item 5.

✓ **TONIGHT- AUGUST 21, 2024** – Direct staff to issue RFP/RFQ for Design Services for Designer with experience with parks and community center design.

❑ September 24: Issue RFP/RFQ for design

❑ OCTOBER 24: Select most qualified designer to negotiate a contract (will be a Phased Design beginning with a Conceptual Master Plan)

❑ October/November 24: Approval of design contract by Town Commission

❑ November/December 24: Begin Community Outreach and Conceptual Design process and estimated costs for the entire Bert Bostrom Park

❑ FEBRUARY 25: Select Conceptual Design and Direction on Next Steps

ONGOING:

- **Explore Grants and Other Funding Opportunities**
- **Establish Non-Profit for Private Donations**



Discussion / Questions



Resources

City of Riviera Beach

City of West Palm Beach

Village of North Palm Beach

City of Delray Beach

Town of Lauderdale

City of Gainesville

Palm Beach County

City of Miami Springs

City of Cutler Bay

City of Melbourne

Chat GPT AI



Town of Lake Park
PUBLIC COMMENT CARD

Commission Meeting

Item 5.

CIVILITY AND DECORUM

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

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

Meeting Date 8/21/2024

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

Name: John Linden
Address: 568 N Redwood Dr

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

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

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

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



Town of Lake Park
PUBLIC COMMENT CARD

Commission Meeting
Item 5.

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Meeting Date 8/21/24

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Name: Patricia Leduc
Address: 409 2nd Street

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:**
Commission meeting - ordinance and resolution # 09-2024 - Golf Carts

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

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



Commission Meeting

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Meeting Date 8/31/2024

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

Name: John L. Linden
Address: 568 N. Redwood Dr

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

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

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

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Town of Lake Park
PUBLIC COMMENT CARD

Commission Meeting
Item 5.

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Meeting Date 8/21/24

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

Name: Patricia Ledo
Address: 409 2nd Street

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:**
Commission meeting New Business #9 Park Ave Ext.

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

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



Town of Lake Park
PUBLIC COMMENT CARD

Commission Meeting
Item 5.

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Meeting Date 8-21-24

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

Name: Shana Phelan
Address: 718 Evergreen Dr.

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

I would like to make comments on the following Agenda Item:
New Business #9

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

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 03, 2024

Agenda Item No. **XXXXX**

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Town Manager to Sign a Restrictive Covenant Clause Required as Part of the Project Close-out of the Agreement between the Town of Lake Park and the State of Florida Department of Environmental Protection for the 2nd Street Resurfacing and Green Infrastructure Project.

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

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.20 11:26:03 -0400 Date: _____

John Wille – Capital Projects Manager
Name/Title

Originating Department: Public Works	Costs: N/a Funding Source: Acct. #: N/A <input type="checkbox"/> Finance _____	Attachment 1: <ul style="list-style-type: none"> • Resolution for the signing of a Restrictive Covenants document related to the 2nd Street Bioswale project. • Exhibit A: Copy of Restrictive Covenant Document for Execution.
Advertised: Date: Paper: The Palm Beach Post [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 <u>RT</u> Please initial one.

Summary Explanation/Background:

The development of the Town’s Stormwater Master Plan (SWMP) provided an opportunity to engage in extensive research and advanced hydrology and hydraulic modeling that confirmed that the Town’s storm water network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2021, the Town received grant funding from the Florida Department of Environmental Protection for the development of complete design plans that could be used in addressing this localized flooding.

In collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2).

Figure 1



Figure 2



The next phase of this project is the construction phase. To offset costs of construction and to help bring this vital project to reality, Town staff has continued to proactively seek grant funding opportunities from various Federal and State agencies.

In 2022, the Town was notified of the pending award of additional grant funding to cover the cost of construction for this roadside storm-water mitigation project. The project title is “**Storm Water Master Plan 5% Roadway Bioswales Program – 2nd Street Project**”.

The State of Florida Department of Environmental Protection (FDEP), Resilient Florida Program has formally awarded the construction funding grant to the Town of Lake Park have issued the Grant Agreement document for Town review and execution. The grant funding amount is \$553,758.54

The project is now complete and Town staff is in the process of closing out the grant with FDEP. The close-out process included the execution of a Restrictive Covenants document that provides for considerations by the Town for acceptance and receipt of grant funds for the 2nd Street Bioswale project.

Town staff recommends authorization of the Town Manager to sign the Restrictive Covenant document.

Recommended Motion: I move to adopt Resolution No. _____.

RESOLUTION 59-09-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SIGN A RESTRICTIVE COVENANT CLAUSE REQUIRED AS PART OF THE PROJECT CLOSEOUT OF THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2ND STREET RESURFACING AND GREEN INFRASTRUCTURE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Manager previously determined a need for improving the stormwater drainage system along Second Street, between Foresteria Drive and Evergreen Drive (the “Project”); and

WHEREAS, the Town has been awarded a grant from the State of Florida, Department of Environmental Protection (DEP), Resilient Florida Program in an amount of \$533,758.54 the funds) to help construct roadside bioswales on 2nd Street (the Project); and

WHEREAS, the DEP has the authority to grant the funds to the Town for the Project; and

WHEREAS, the DEP requires the Town to enter into a grant agreement (the Agreement) with it prior to the disbursement of the funds as part of the Resilient Florida Program; and

WHEREAS, the Town’s Public Works Department staff (Town staff) prepared an Invitation to Bid Number 108-2023 (ITB) to solicit bids from qualified bidders for the Project; and

WHEREAS, on June 8, 2023, Town staff received three (3) bids and following their evaluation, it was determined that the bid provided by Sunshine Land Development, Inc., (the “Contractor”), in an amount of \$526,513.12, was the lowest responsive and responsible bid; and

WHEREAS, the Contractor proceeded with the construction for the Project and completed its work on June 2024; and

WHEREAS, Town staff is in the process of closing out the Project; and

WHEREAS, pursuant to the terms of the Agreement, the Town is required to execute a Restrictive Covenant that provides for considerations by the Town for acceptance and receipt of the grant funds used for the Project.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission here by authorizes and directs the Town Manager to execute a Restrictive Covenant, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

RESTRICTIVE COVENANTS
Project Name: Lake Park Town Hall Preservation
Grant Number: 23.h.c.100.018

THESE COVENANTS are entered into this 19th day of August, 2024, by the Town of Lake Park, hereinafter referred to as the Owner, and shall be effective for a period of 2 years from the date of recording, in **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, serving as the county recorder provided by law for Palm Beach County, Florida.**

WHEREAS, the Owner is the fee simple titleholder of the Property located at **535 Park Avenue, Lake Park, Florida, Palm Beach County, Florida**, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Town of Lake Park** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$ 325,000.00, to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Town of Lake Park, Florida**, hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Town of Lake Park, Florida**, and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Town of Lake Park, Florida** grants to the Department a security interest in the Property in the amount of \$ 325,000.00, active for the period stated in the preamble above.
2. The **Town of Lake Park, Florida** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Town of Lake Park, Florida** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Town of Lake Park, Florida** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Town of Lake Park, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.

7. The **Town of Lake Park, Florida** agrees that these restrictions shall encumber the property for a period of 2 years from the date of recordation, and that if a restriction is violated within the 2 year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
- a. Amortization Schedule for projects involving improvements to Real Property: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first ten (10).
 - b. Amortization Schedule for Acquisition projects: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).
8. If the **Town of Lake Park, Florida** violates any part of these Restrictive Covenants, then the **Town of Lake Park, Florida** will be in default and the Department shall have the right to exercise the following rights:
- a. The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the **Town of Lake Park, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **Town of Lake Park, Florida**, which notice or demand are hereby expressly waived by the **Town of Lake Park, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;
 - c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Town of Lake Park, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **Town of Lake Park, Florida** shall remain liable for any obligations remaining unpaid.
9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Town of Lake Park, Florida** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The **Town of Lake Park, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Town of Lake Park, Florida** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

Vice Mayor Kimberly Glas-Castro
Witness Name Typed/Printed

535 Park Avenue _____
Witness Address

Lake Park, Florida 33403
City State Zip

Witness Signature

Bambi McKibbon-Turner
Witness Name Typed/Printed

535 Park Avenue
Witness Address

Lake Park, Florida 33403
City State Zip

OWNER Signature

John D’Agostino Lake Park Town Manager
Owner Name and Title Typed/Printed

535 Park Avenue
Owner Address

Lake Park, Florida 33403
City State Zip

The State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of August, 2024, by **John D’Agostino** as **Lake Park Town Manager** _____
(Name) (Type of Authority, e.g., Officer)

for **Town of Lake Park**.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced _____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN THE TOWN OF LAKE PARK (TOWN) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PURSUANT TO EXHIBIT 'A'; AND PROVIDING FOR AN EFFECTIVE DATE.

- [] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA (Resolution)
[] BOARD APPOINTMENT [] OLD BUSINESS
[] ORDINANCE
[] NEW BUSINESS – DISCUSSION ITEM
[] OTHER: RESOLUTION

Bambi McKibbon-

Approved by Town Manager Turner

Date:

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources
Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.08.29 16:18:46 -04'00'

Nadia Di Tommaso / Community Development Director

Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Legal Review), Attachments (Resolution, Exhibit 'A'). Includes funding source, acct. #5286, and digital signature of Jeff DaSilva.

Summary Explanation/Background:

There are two related Resolutions on the consent agenda. Both are associated with the US-1 right-of-way improvements being installed in conjunction with the Nautilus 220 project. The Florida Department of Transportation (FDOT) requires that their standard maintenance agreement (referred to as the MMOA) be executed between the Town and FDOT. In turn, a separate third-party agreement between the Town and Nautilus is on the agenda in order to transfer the Town's maintenance responsibilities (pursuant to the FDOT agreement), to the Nautilus Association. Consequently, by executing both agreements, the Town does not have any maintenance responsibilities.

The agreements have been reviewed and approved by the Town Attorney.

Recommended Motion: I move to "APPROVE" Resolution __-09-24.

RESOLUTION 60-09-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN THE TOWN OF LAKE PARK (TOWN) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PURSUANT TO EXHIBIT 'A'; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the TOWN has jurisdiction over **State Road 5 (North Federal Highway / US1)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, FDOT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility within the corporate limits of the TOWN; and

WHEREAS, FDOT seeks to install by permit and maintain certain landscape and other improvements within the right of way of **State Road 5 (North Federal Highway / US1)** as described in **Exhibit 'A'**; and

WHEREAS, FDOT is agreeable to maintaining those landscape improvements within the TOWN's limits, including plant materials, irrigation systems and/or hardscape, such as specialty surfacing, site furnishings, or other nonstandard items. The TOWN agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, it is the intent of the TOWN and FDOT that the TOWN shall maintain all right of way within the medians, outside the traveled way and improvements made to the traveled way that was made at the request of the TOWN; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the TOWN, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN OF LAKE PARK HEREBY APPROVES THE MMOA AGREEMENT PURSUANT TO EXHIBIT 'A'.

SECTION: 93020000
PERMIT: 2022-L-496-00005
COUNTY: Palm Beach
STATE RD: 5

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **TOWN OF LAKE PARK**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 5 (North Federal Highway / US1)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of **State Road 5 (North Federal Highway / US1)** as described in **Exhibit "B"**; and

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape, such as specialty surfacing, site furnishings, or other nonstandard items. The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the traveled way and improvements made to the traveled way that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No. _____, dated _____, 20_____, attached hereto as **Exhibit "D"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) The AGENCY shall provide the local FDOT Operation Center, Palm Beach Ops, (7900 Forest Hill Boulevard, West Palm Beach, FL 33413, 561-432-4966) a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.

- (h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- (j) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the responsibility of the AGENCY to restore an

unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover, and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.

- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days in which to correct the cited deficiencies. If said deficiencies are not corrected within this time-period, the DEPARTMENT may, at its option, proceed as follows:

- (a) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
- (b) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT, in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said landscape improvements at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.
- (b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide the DEPARTMENT with written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the

DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal

or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:
Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Attn: Nadia DiTommaso
Title: Community Dev. Director

19. LIST OF EXHIBITS

- Exhibit A: Landscape Improvements Maintenance Boundaries
- Exhibit B: Landscape Improvement Plans
- Exhibit C: Maintenance Plan for Landscape Improvements
- Exhibit D: Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

TOWN OF LAKE PARK

By: _____
Chairperson / Mayor / Manager

Date: _____

Attest: _____
City Clerk

(SEAL)

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Transportation Development Director

Date: _____

Attest: _____
Executive Secretary

(SEAL)

Legal Review: _____
Office of the District General Counsel

SECTION: 93020000
PERMIT: 2022-L-496-00005
COUNTY: Palm Beach
STATE RD: 5

EXHIBIT A

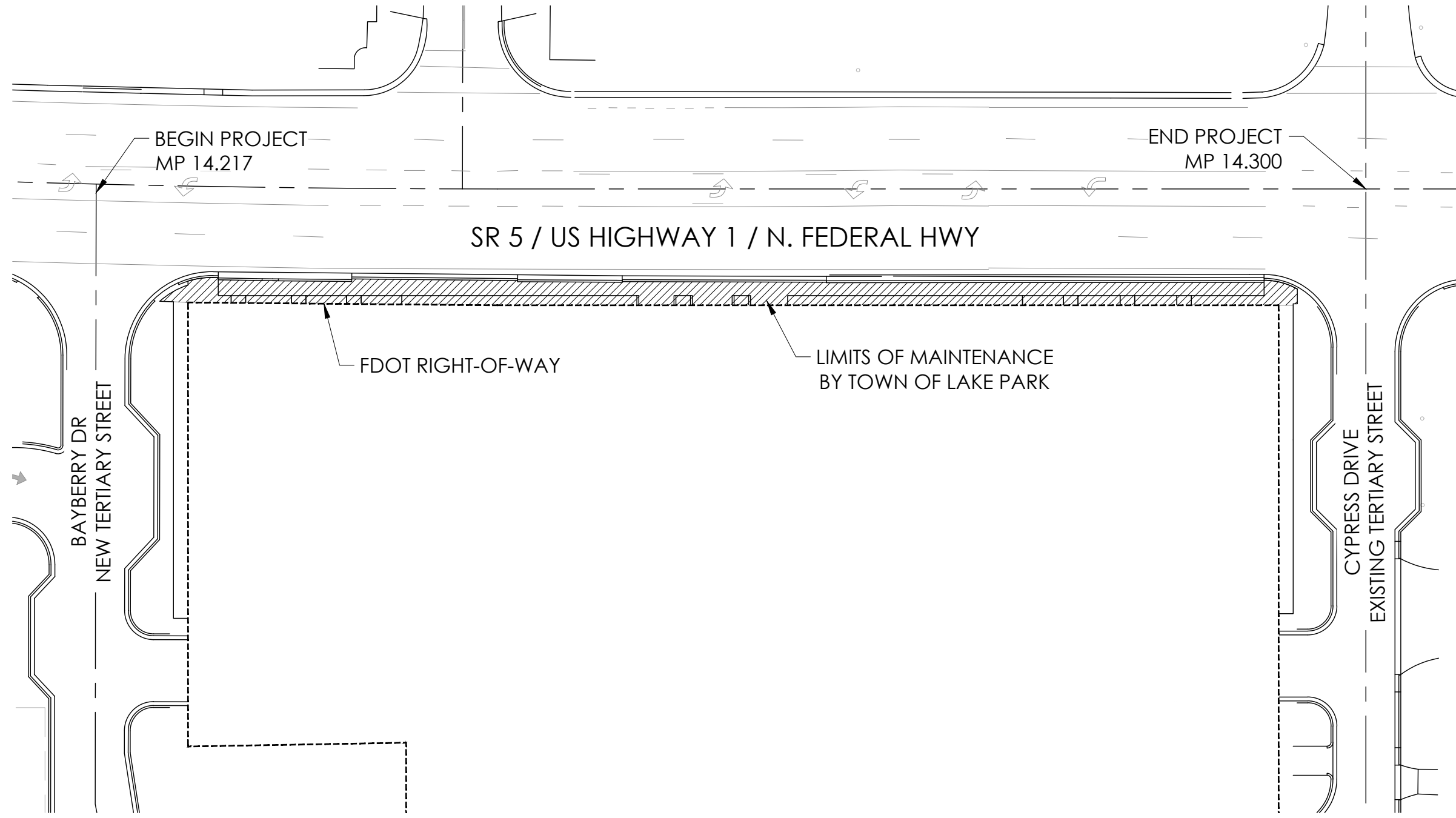
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

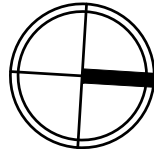
I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 5 / North Federal Highway /US Highway 1 from Bayberry Road (M.P. 14.217) to Cypress Drive (M.P. 14.300).

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

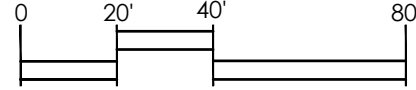
See attached map





NORTH

GRAPHIC SCALE



SCALE: 1" = 40'-0"

LANDSCAPE IMPROVEMENT
MAINTENANCE BOUNDARY MAP
TOWN OF LAKE PARK

FDOT LANDSCAPE PERMIT #: 2022-L-496-00005

NAUTILUS 220
 Lake Park, FL

Revisions:

Drawn By: JG
 Drawing #: 1075
 Date: 12/14/2023

ALWAYS CALL AT THE FULL BUSINESS DAYS BEFORE YOU DIG TO
 HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.

Sunshine311.com

SECTION: 93020000
PERMIT: 2022-L-496-00005
COUNTY: Palm Beach
STATE RD: 5

EXHIBIT B
LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Bryan Donahue, RLA
Insite Studio
Landscape and Hardscape Plans

Damian Gonzalez, PE
Consulting Gables, Inc.
Irrigation Plans

Date: September 29, 2023

Revisions:

11/17/2022	Comments
01/06/2023	Comments

Drawn By: RG
 Drawing #: 1075
 Date: 10/22/2021

COVER # LP.0
 117

NAUTILUS 220 LAKE PARK, FLORIDA

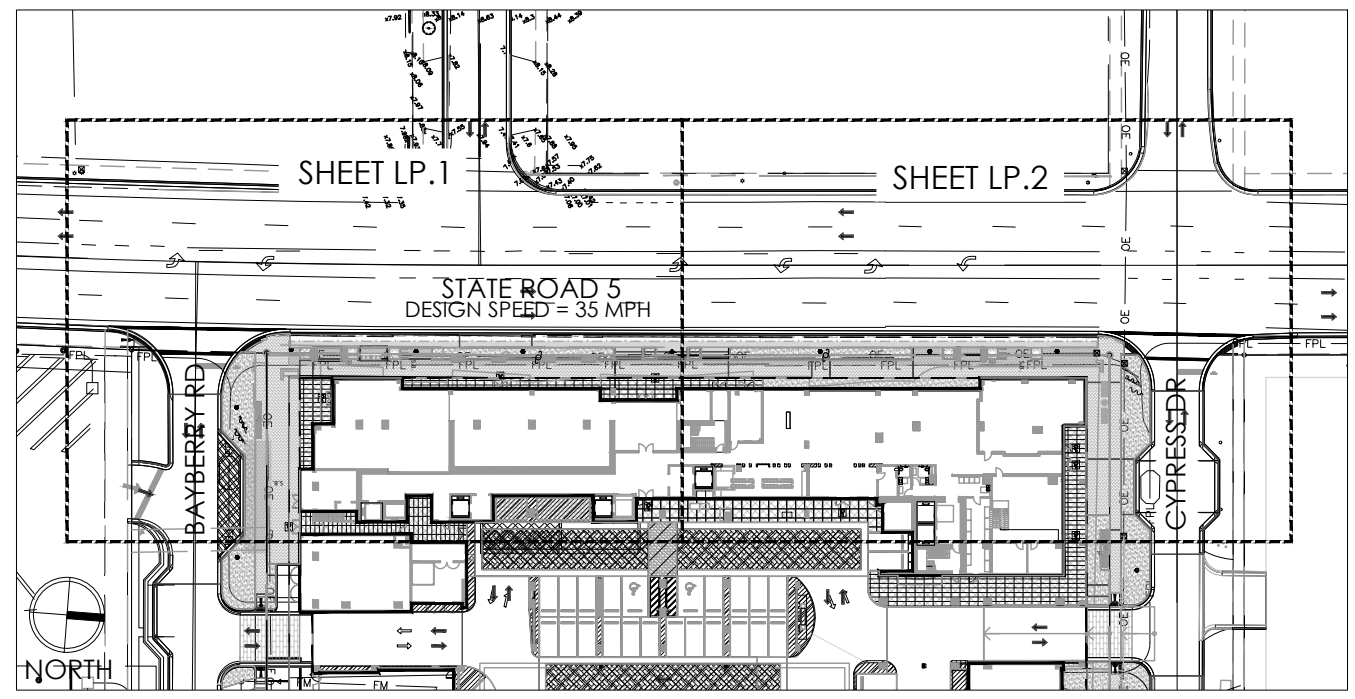
N. FEDERAL HIGHWAY LANDSCAPE PLAN
 FROM BAYBERRY RD TO CYPRESS DR

SHEET INDEX

SHEET	DESCRIPTION
LP.0	COVER
LP.1	LANDSCAPE PLAN
LP.2	LANDSCAPE PLAN
LP.3	LANDSCAPE DETAILS
LP.4	LANDSCAPE DETAILS
LP.5	LANDSCAPE SPECIFICATIONS
LP.6	LANDSCAPE SPECIFICATIONS
LP.7	LANDSCAPE SPECIFICATIONS
LP.8	LANDSCAPE SPECIFICATIONS
LP.9	LANDSCAPE SPECIFICATIONS
LP.10	LANDSCAPE SPECIFICATIONS
LP.11	LANDSCAPE SPECIFICATIONS
LP.12	LANDSCAPE SPECIFICATIONS
IP.1	IRRIGATION PLANS
IP.2	IRRIGATION PLANS
IP.3	IRRIGATION DETAILS
IP.4	IRRIGATION NOTES

LANDSCAPE NOTES:

- ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
- ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
- ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
- ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
- IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
- ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
- CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.



SHEET LAYOUT PLAN

SCALE: NTS

FDOT IRRIGATION NOTES:

- THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
- CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

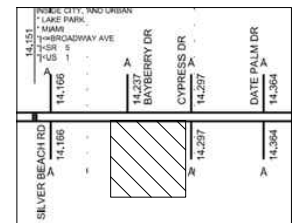
FDOT GENERAL NOTES:

- GOVERNING STANDARD PLANS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE: [HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](https://www.fdot.gov/design/standardplans)
- GOVERNING STANDARD SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: [HTTPS://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](https://www.fdot.gov/programmanagement/implemented/specbooks)
- CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION &/ OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
- ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITEE, AT THEIR COST AND EXPENSE FROM THE SITE TO THE FDOT PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
- ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526. ONLINE REFERENCE: [HTTPS://FDOTWWW.BLOB.CORE.WINDOWS.NET/SITEFINITY/DOCS/DEFAULTSOURCE/PROGRAM-MANAGEMENT/IMPLEMENTED/SPECBOOKS/JANUARY-2022/JANUARY2022EBOOK.PDF?SFVRSN=752D1333_4](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/program-management/implemented/specbooks/january-2022/january2022ebook.pdf?sfvrsn=752d1333_4)

FDOT PLANTING NOTES:

- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION 580. ONLINE REFERENCE: [HTTPS://FDOTWWW.BLOB.CORE.WINDOWS.NET/SITEFINITY/DOCS/DEFAULT-SOURCE/PROGRAM-MANAGEMENT/MAINTENANCE/JAN22/SSM5800000WD-122.PDF?SFVRSN=414B7013_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/program-management/maintenance/jan22/ssm5800000wd-122.pdf?sfvrsn=414b7013_2)
- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION. ONLINE REFERENCE: [HTTPS://FDOTWWW.BLOB.CORE.WINDOWS.NET/SITEFINITY/DOCS/DEFAULT-SOURCE/DESIGN/STANDARDPLANS/2023/IDX/580-001.PDF?](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf)
- CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

PROJECT LOCATION:
 MILE 14.166 (SILVER BEACH RD)- MILE 14.297 (CYPRESS DR)



LOCATION MAP



FDOT LANDSCAPE PERMIT #: 2022-L-496-00005

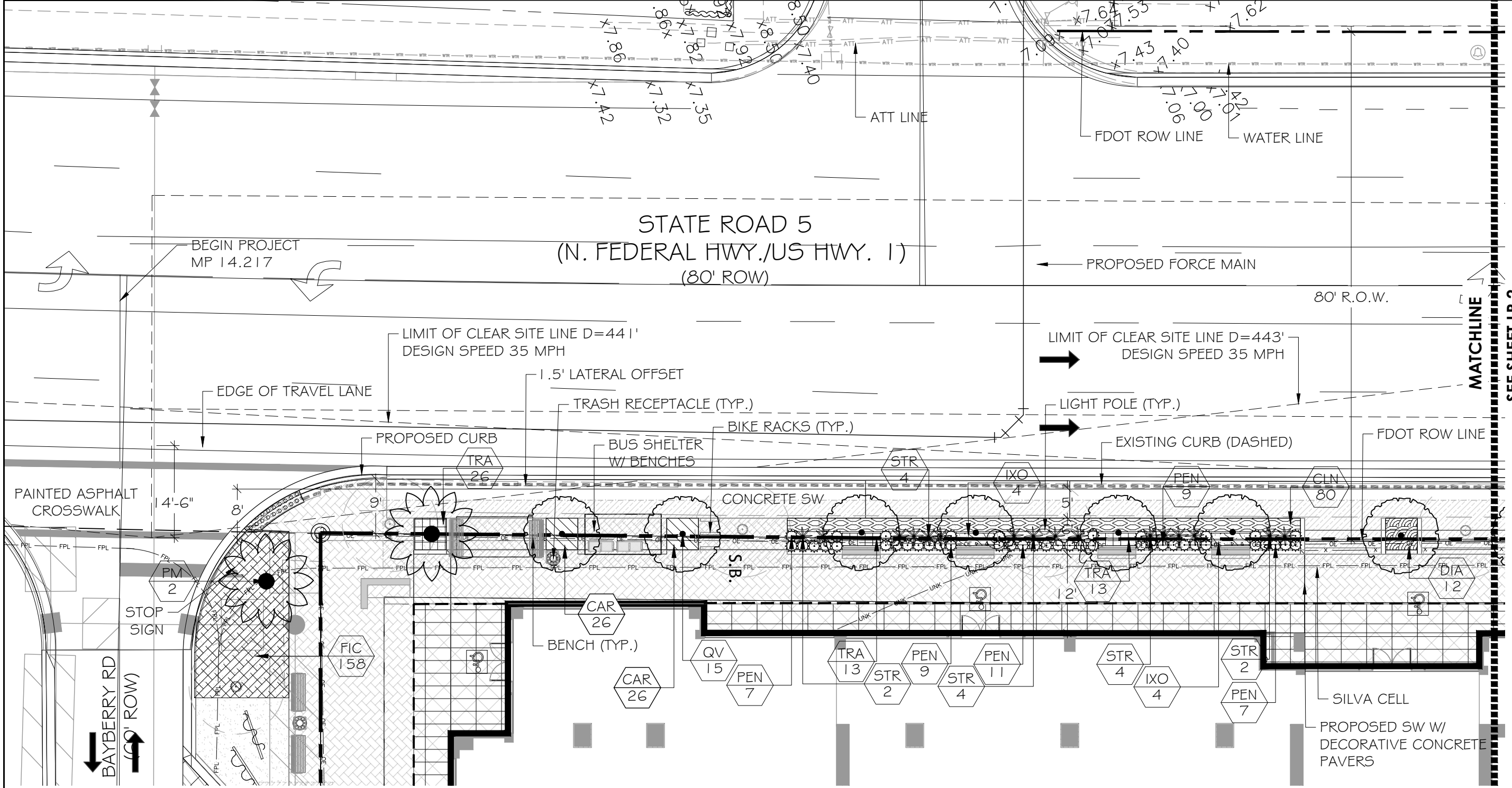
NAUTILUS 220
 Lake Park, FL

Revisions:

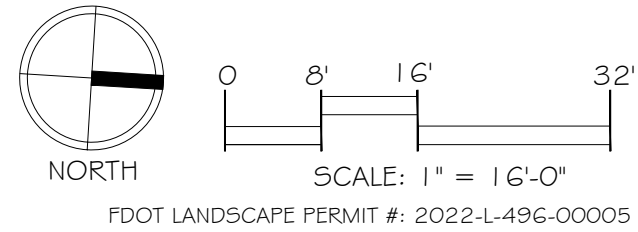
11/17/2022	Comments
01/06/2023	Comments

Drawn By: RG
 Drawing #: 1075
 Date: 10/22/2021

LANDSCAPE PLAN
 # LP.1



NOTES:
 PLANTS WITHIN THE LIMITS OF CLEAR SIGHT WITH MATURE SIZES ABOVE 18" OF HEIGHT TO RECEIVE PERPETUAL MAINTENANCE. TO BE COORDINATED WITH MAINTAINING AGENCY.



NAUTILUS 220
 Lake Park, FL

Revisions:

11/17/2022	Comments
01/06/2023	Comments

Drawn By: RG
 Drawing #: 1075
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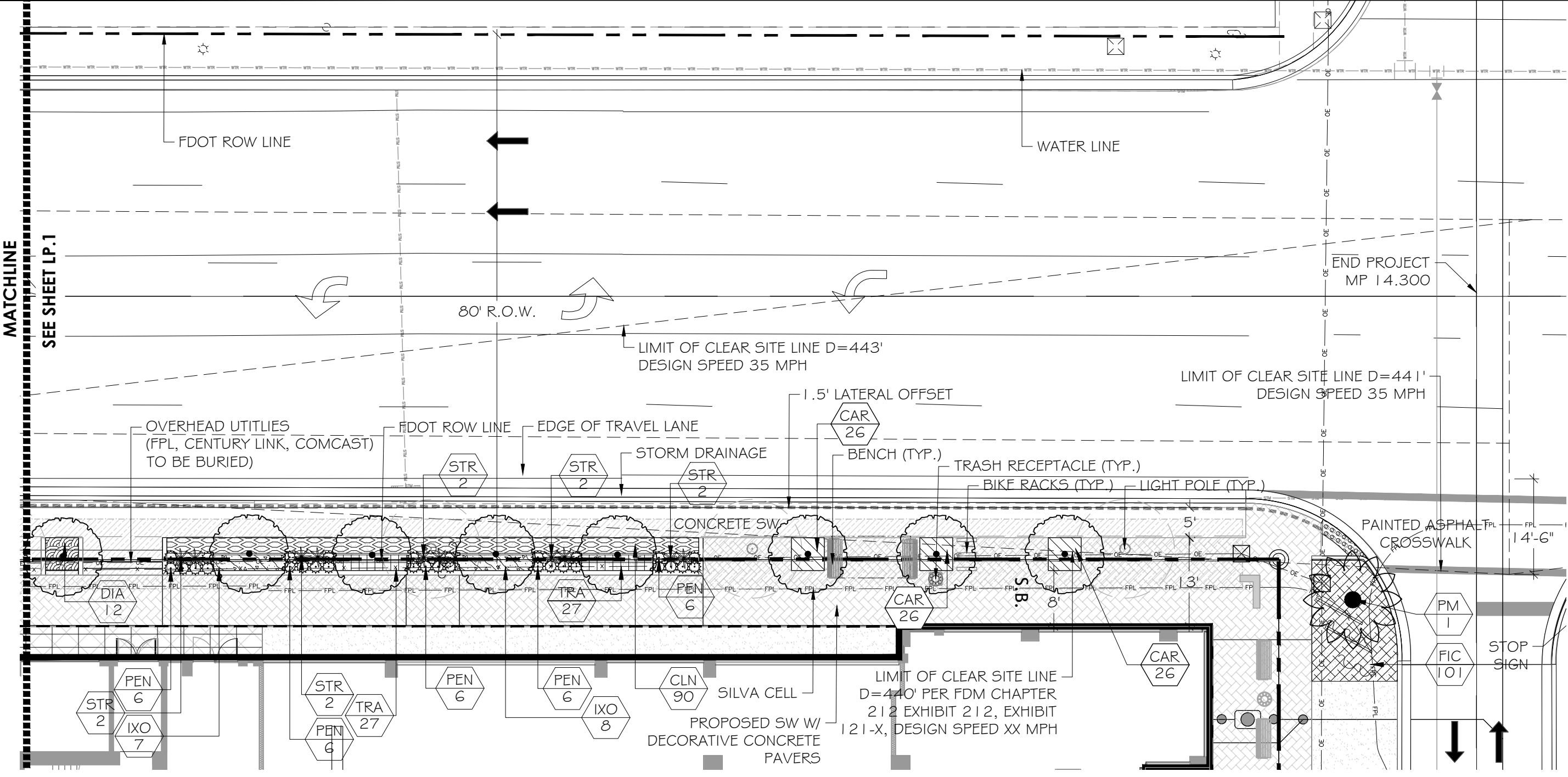
ALWAYS CALL AT TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.

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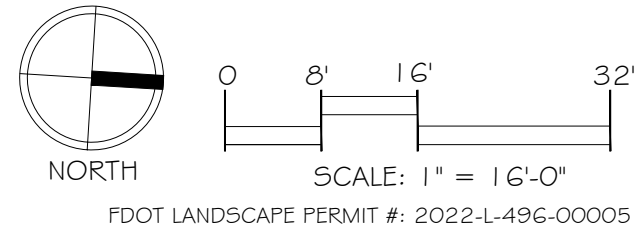
LANDSCAPE PLAN

SH # LP.2

119

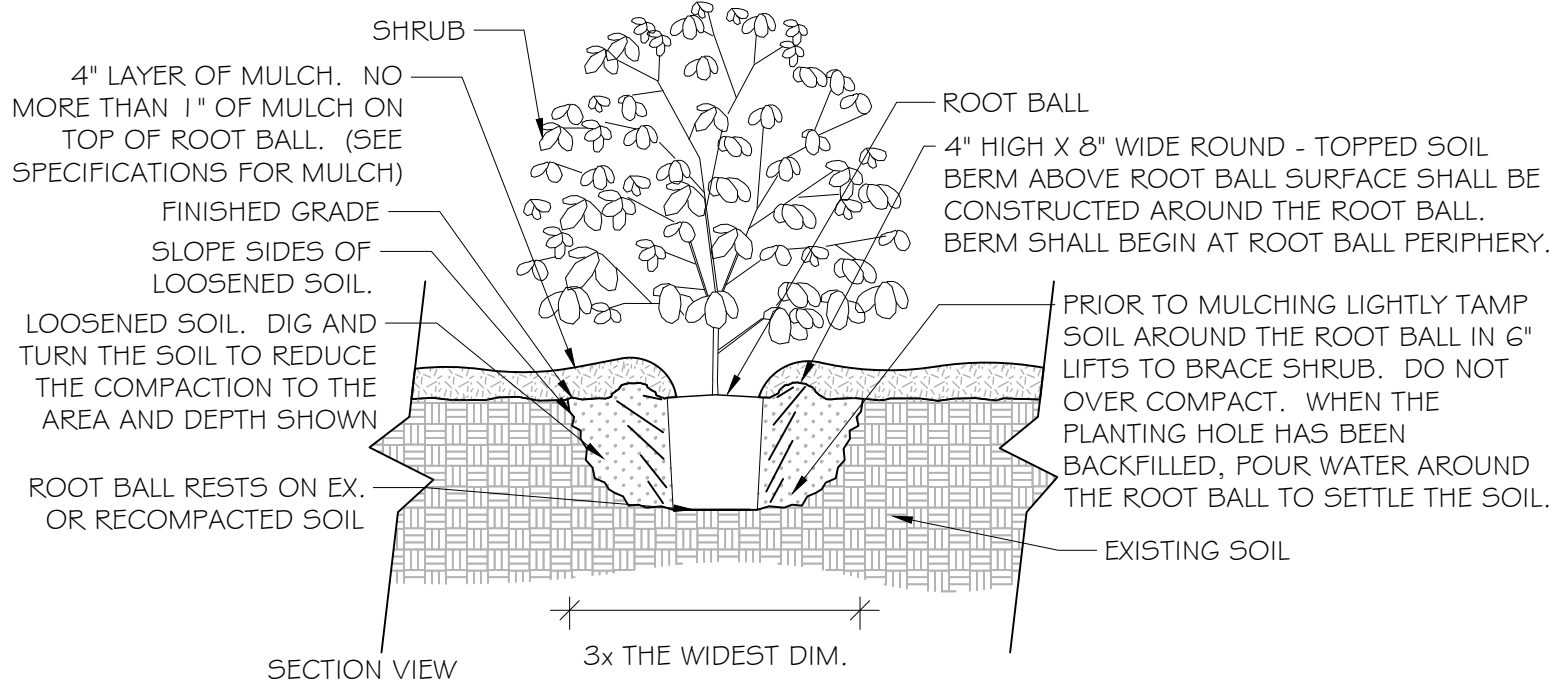
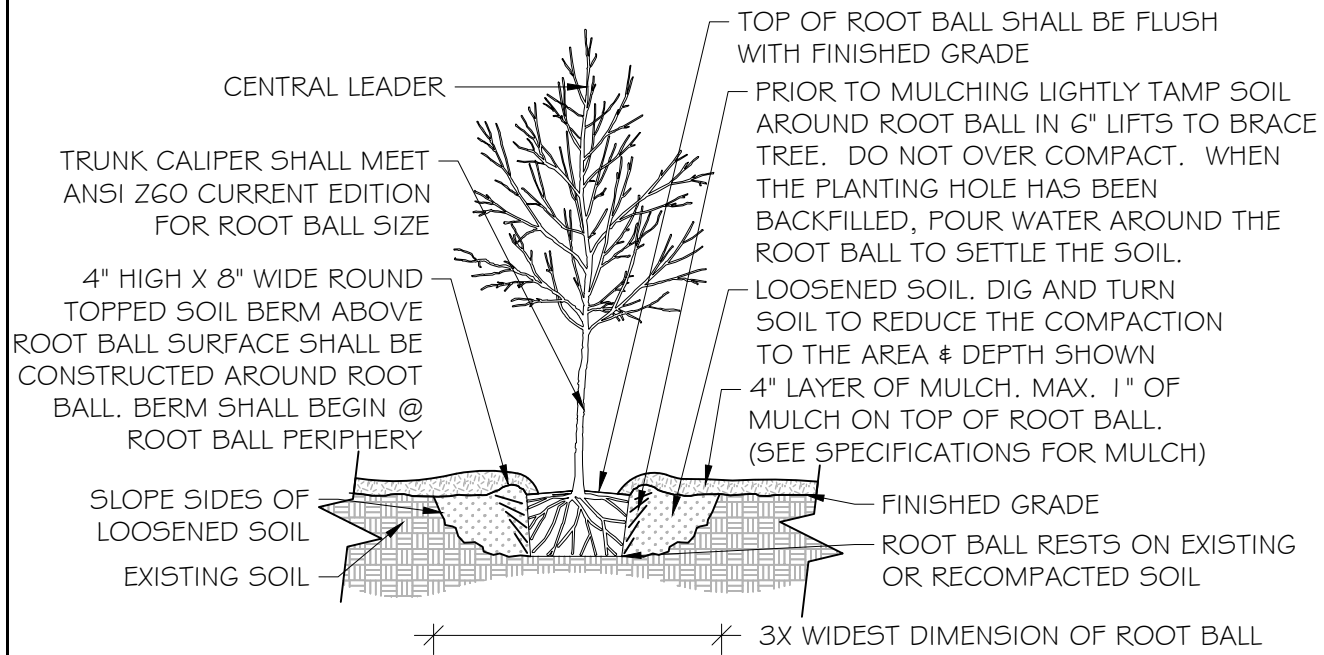


NOTES:
 PLANTS WITHIN THE LIMITS OF CLEAR SIGHT WITH MATURE SIZES ABOVE 18" OF HEIGHT TO RECEIVE PERPETUAL MAINTENANCE. TO BE COORDINATED WITH MAINTAINING AGENCY.



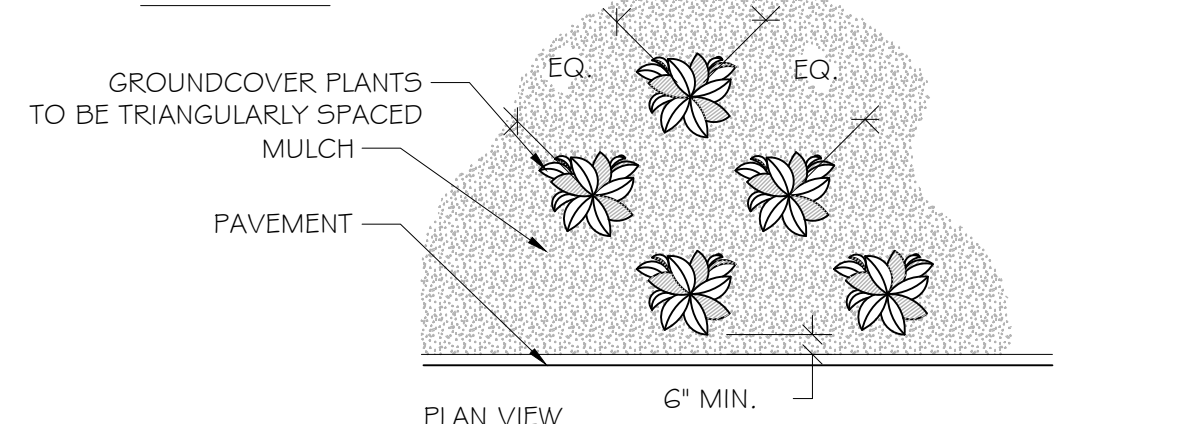
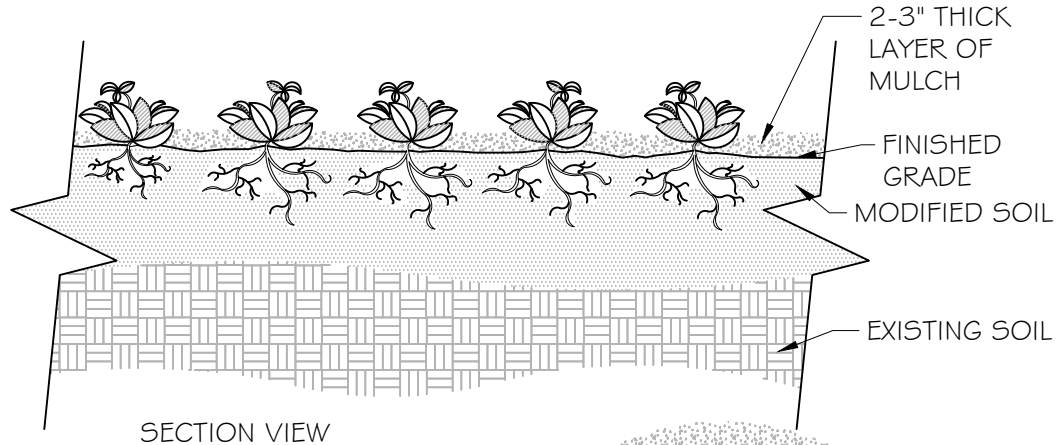
MATCHLINE
 SEE SHEET LP.1

Item 7.



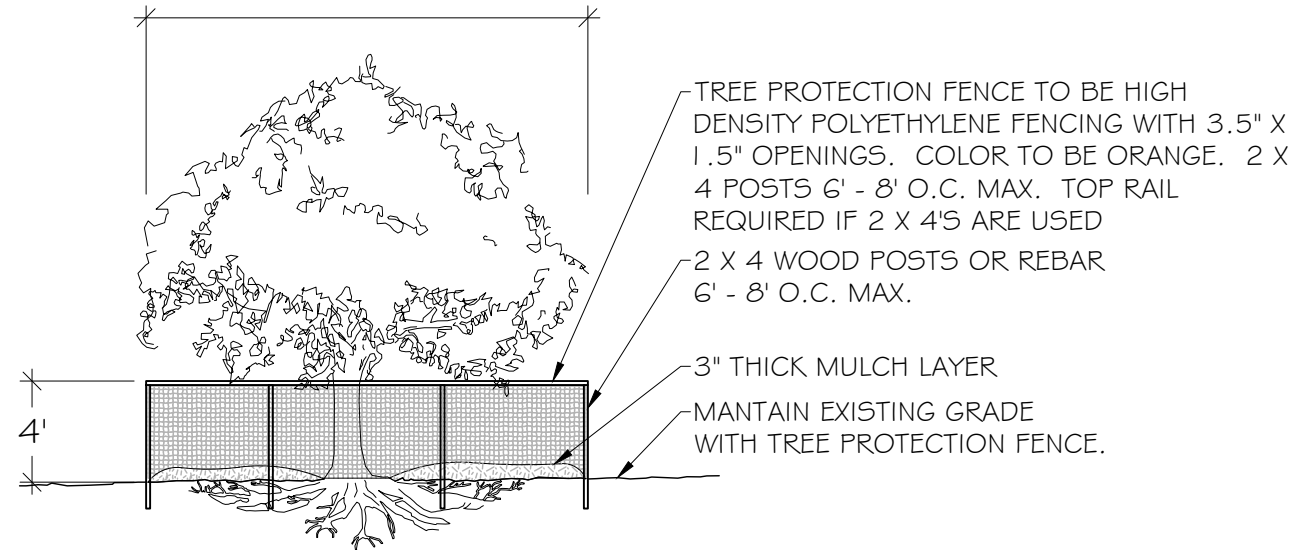
1 TREE PLANTING DETAIL 1/4" = 1'-0"
 NOTES: 1 - TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
 2 - SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

2 SHRUB PLANTING DETAIL 1/2" = 1'-0"
 NOTES: 1 - SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECS
 2 - SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



3 GROUNDCOVER 1/2" = 1'-0"
 NOTES: 1 - SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
 2 - SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING.
 3 - SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

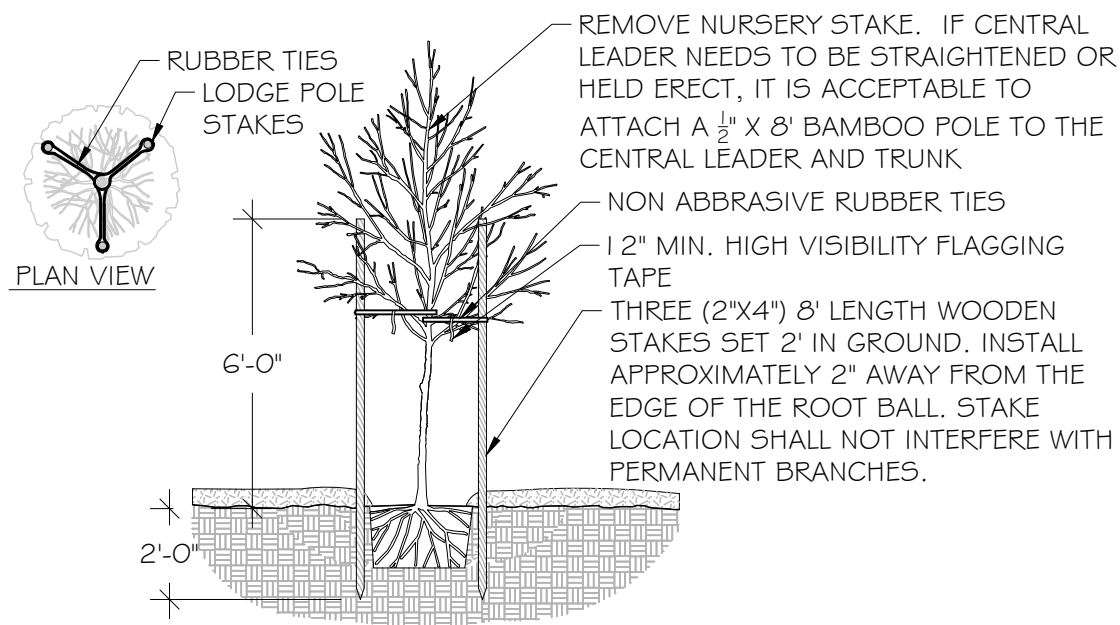
Crown drip line is the limit of the Tree Protection area. See tree protection plan for fence location.



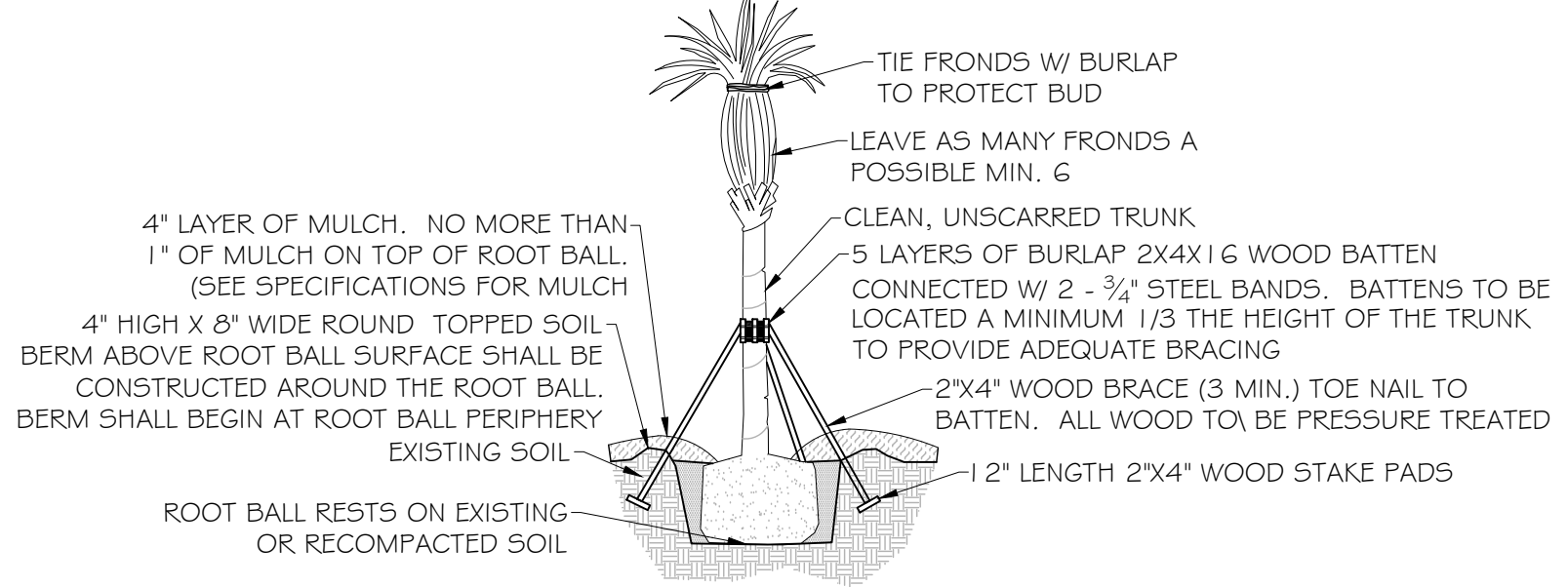
4 TREE PROTECTION DETAIL SCALE : 1/8" = 1'-0"
 NOTES: 1 - KEEP OUT OF TREE PROTECTION AREA
 2 - FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
 3 - NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

Revisions:	
11/17/2022- Comments	
01/06/2023- Comments	

Drawn By:	RG
Drawing #:	1075
Date:	10/22/2021



5 TREE STAKING DETAIL 1/2" = 1'-0"



6 PALM STAKING DETAIL SCALE : 1/4" = 1'-0"

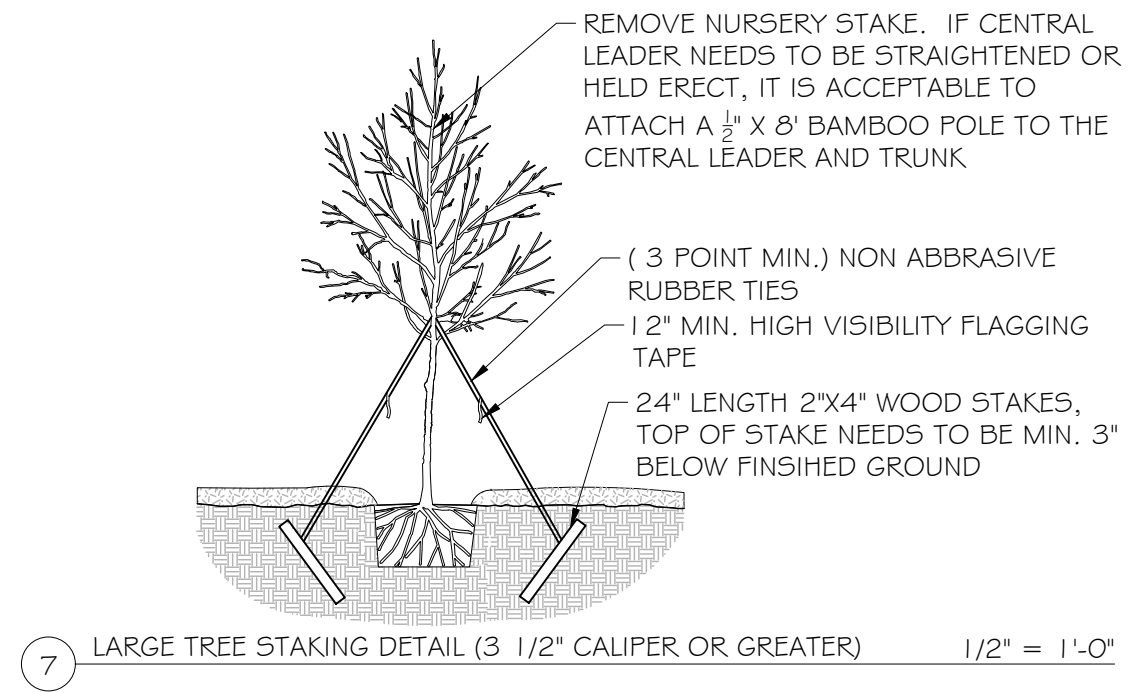
LANDSCAPE NOTES:

1. ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
2. ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
3. ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
4. ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
6. IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
7. ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
8. CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
PM	3	Phoenix dactylifera `Medjool`	Date Palm	16-18` CT, DIAMOND CUT, MATCHED, FLORIDA FANCY
QV	15	Quercus virginiana `High Rise`	High Rise Live Oak	8` C.T. 16` OA HEIGHT, 6-8` SPR
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
PEN	73	Pennisetum setaceum `White`	White Fountain Grass	24" HT X 24" SPR. @ 24" O.C.
STR	26	Strelitzia reginae	Bird Of Paradise	36" HT X 30" SPR
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CLN	170	Clusia guttifer nana	Dwaft Clusia	12" HT X 12" SPR. @ 18" O.C.
DIA	24	Dianella tasmanica `Blueberry`	Blueberry Flax Lily	18" HT X 18" SPR. @ 18" O.C.
FIC	259	Ficus microcarpa `Green Island`	Green Island Ficus	12" HT X 12" SPR. @ 18" O.C.
IXO	23	Ixora x `Maui`	Maui Ixora	18"Ht. x 18"Spr. @ 24" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CAR	130	Carissa macrocarpa `Emerald Blanket`	Emerald Blanket Carissa	6" HT MIN. @ 6" O.C. MIN
TRA	106	Trachelospermum asiaticum	Asian Jasmine	12" HT X 12" SPR. @ 12" O.C.

NOTES:
 PLANTS WITHIN THE LIMITS OF CLEAR SIGHT WITH MATURE SIZES ABOVE 18" OF HEIGHT TO RECEIVE PERPETUAL MAINTENANCE. TO BE COORDINATED WITH MAINTAINING AGENCY.



7 LARGE TREE STAKING DETAIL (3 1/2" CALIPER OR GREATER) 1/2" = 1'-0"

Revisions:

11/17/2022	Comments
01/06/2023	Comments

Drawn By: RG
 Drawing #: 1075
 Date: 10/22/2021
ALWAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.
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GENERAL CONDITIONS

- A. **CONTRACT DOCUMENTS:** Shall consist of specifications and its general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.
- B. **VERIFICATION:** The Contractor shall verify measurements on the drawings before beginning work. In case of error or discrepancy in the drawings or specifications or in the work of others affecting his/her work, he/she shall notify the Owner's Representative immediately. The Contractor shall be held responsible for any damages or loss due to his/her failure to observe these instructions.
- C. **MATERIALS, MACHINERY, EMPLOYEES:** Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary and incidental to the completion of his/her work.
- D. **SURVEYS, PERMITS, REGULATIONS:** The Owner shall furnish an adequate survey of the property. The Contractor shall obtain and pay for all permits and comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a variance exists therewith he/she shall promptly notify the Owner's Representative in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.
- E. **PROTECTION OF WORK, PROPERTY AND PERSON:** The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.
- F. **CHANGES IN THE WORK:** The owner may order changes in the work, and the contract sum being adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extras must be made in writing before executing the work involved.
- G. **CORRECTION OF WORK:** The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative for a period of ninety (90) days from the date of completion of the contract.
- H. **Owner's Authorized Representative:** The Owner's authorized representative acts as the authorized representative of the Owner in conjunction with the project manager, and has authority to accept or reject materials or workmanship and to make minor changes in the work not involving extra cost. He will also interpret the meaning of the contract documents and may stop the work if necessary to ensure its proper execution.
- I. **CLARIFICATION OF DRAWINGS BEFORE BIDDING:** After reviewing the drawings thoroughly it is the Contractor's responsibility to clarify with the Owner's Representative any questions the Contractor may have regarding the method of construction, quantities, or quality of materials included or called out. If the Contractor cannot contact the Owner's Representative, the Contractor must qualify his/her bid or accept the interpretation of the Owner's Representative on the questionable areas as they develop during construction.
- J. **SAMPLES:** The Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- K. **PRE-CONSTRUCTION CONFERENCE:** Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work. The purpose of this conference is to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

015639
Tree and Plant Protection

PART 1 GENERAL

1.1 SUMMARY

The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with protection of existing trees and other plants as shown on the drawings and as specified herein.

1. Provide preconstruction evaluations
2. Provide tree and plant protection fencing.
3. Provide protection of root zones and above ground tree and plants
4. Provide pruning of existing trees and plants.
5. Coordinate with the requirements of Section Planting Soil for modifications to the soil within the root zone of existing trees and plants.
6. Provide all insect and disease control.
7. Provide maintenance of existing trees and plants including irrigation during the construction period as recommended by the arborist report.
8. Provide maintenance of existing trees and plants including irrigation during the post construction plant maintenance period.
9. Remove tree protection fencing and other protection from around and under trees and plants.

10. Clean up and disposal of all excess and surplus material.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.
- B. It is the intent of this section that the requirements apply to all sections of the project specification such that any subcontractor must comply with the restrictions on work within designated Tree and Plant Protection Areas.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
 1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section.
 2. Section - Planting
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail.
 1. ANSI A 300 (Part 5) - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current editions.
 2. Pruning practices shall conform with recommendations "Structural Pruning: A Guide For The Green Industry"; Published by Urban Tree Foundation, Visalia, California; most current edition.
 3. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

1.8 CORRECTION OF WORK

- A. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative or Owner may appoint other persons to review and approve any aspects of the work, such as the landscape architect who prepared the plans.

B. Reasonable and reasonably: When used in this specification is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that plants are not free of defects, and that plant conditions change with time. This specification also recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative expert shall determine when conditions within the plant are judged as reasonable.

C. Shrub: Woody plants with mature height approximately less than 25 feet.

D. Tree and Plant Protection Area: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and defined by a circle centered on the trunk with each tree with a radius equal to the crown drip line unless otherwise indicated by the owner's representative.

E. Tree: Single and multi-stemmed plants, including palms with anticipated mature height approximately greater than 25 feet or any plant identified on the plans as a tree.

1.10 SUBMITTALS

A. PRODUCT DATA: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the start of any work at the site.

1.11 OBSERVATION of the work

- A. The Owner's Representative may inspect the work at any time.

1.12 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre - construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1. The following Contractors shall attend the preconstruction conference:

- a. General Contractor.
- b. Consulting Arborist.
- c. Subcontractor assigned to install Tree and Plant Protection measures.
- d. Earthwork Contractor.
- e. All site utility Contractors that may be required to dig or trench into the soil.
- f. Landscape subcontractor.
- g. Irrigation subcontractor

B. Prior to this meeting, mark all trees and plants to remain and or be removed as described in this specification for review and approval by the Owner's Representative.

1.13 QUALITY ASSURANCE

A. Contractor qualifications:

1. All pruning, branch tie back, tree removal, root pruning, and fertilizing required by this section shall be performed by or under the direct supervision of ISA Certified Arborist Submit aforementioned individual's qualifications for approval by the Owner's Representative.
2. All applications of pesticide or herbicide shall be performed by a person maintaining a current state license to apply chemical pesticides valid in the jurisdiction of the project. Submit copies of all required state licensing certificates including applicable chemical applicator licenses.

PART 2 PRODUCTS

2.3 TREE PROTECTION FENCING:

- B. **PLASTIC MESH FENCE:** Heavy - duty orange plastic mesh fencing fabric 48 inches wide. Fencing shall be attached to metal "U" or "T" post or wooden post driven into the ground of sufficient depth to hold the fabric solidly in place with out sagging. The fabric shall be attached to the post using attachment ties of sufficient number and strength to hold up the fabric without sagging. The Owner's Representative may request, at any time, additional post, deeper post depths and or additional fabric attachments if the fabric begins to sag, lean or otherwise not present a sufficient barrier to access.

C. GATES: For each fence type and in each separate fenced area, provide a minimum of one 3 foot wide gate. Gates shall be lockable. The location of the gates shall be approved by the Owner's Representative.

D. Submit suppliers product data that product meets the requirements for approval.

2.4 tree protection sign:

- A. Heavy-duty cardboard signs, 8.5 inches x 11 inches, white colored background with black 2 inch high or larger letters block letters. The signs shall be attached to the tree protection fence every 50 feet o.c. The tree protection sign shall read "Tree and Plant Protection Area- Keep Out".

2.5 TREE GROWTH REGULATOR (TGR)

- A. Cambistat 25C.
- B. Submit suppliers product data that product meets the requirements for approval.

2.6 MATTING

- A. Matting for vehicle and work protection shall be heavy duty matting designed for vehicle loading over tree roots, Altunamats as manufactured by Altunamats, Inc. Franklin, PA 16323 or approved equal.
- B. Submit suppliers product data that product meets the requirements for approval.

2.7 GEOGRID

A. Geogrid shall be woven polyester fabric with PVC coating, Uni-axial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, acids.

1. Geogrid shall be Miragrid 2XT as manufactured by Ten Cate Nicolon, Norcross, GA. <http://www.tencate.com> or approved equal.

B. Submit suppliers product data that product meets the requirements for approval.

2.8 FILTER FABRIC

A. Filter Fabric shall be nonwoven polypropylene fibers, inert to biological degradation and resistant of naturally occurring chemicals, alkalis and acids.

1. Mirafi 135 N as manufactured by Ten Cate Nicolon, Norcross, GA. <http://www.tencate.com> or approved equal.

B. Submit suppliers product data that product meets the requirements for approval.

PART 3 EXECUTION

3.1 SITE EXAMINATION

A. Examine the site, tree, plant and soil conditions. Notify the Owner's Representative in writing of any conditions that may impact the successful Tree and Plant Protections that is the intent of this section.

3.2 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of Work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines currently present on the irrigation plan, heads or the conduits of other utility lines or structures that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.3 TREE AND PLANT PROTECTION AREA: The Tree and Plant Protection Area is defined as all areas indicated on the tree protection plan. Where no limit of the Tree and Plant Protection area is defined on the drawings, the limit shall be the drip line (outer edge of the branch crown) of each tree.

3.4 Preparation:

- A. Prior to the preconstruction meeting, layout the limits of the Tree and Plant Protection Area and then alignments of required Tree and Plant Protection Fencing and root pruning. Obtain the Owner's Representative's approval of the limits of the protection area and the alignment of all fencing and root pruning.
- B. Flag all trees and shrubs to be removed by wrapping orange plastic ribbon around the trunk and obtain the Owner's Representative's approval of all trees and shrubs to be removed prior to the start of tree and shrub removal. After approval, mark all trees and shrubs to be removed with orange paint in a band completely around the base of the tree or shrub 4.5 feet above the ground.
- C. Flag all trees and shrubs to remain with white plastic ribbon tied completely around the trunk or each tree and on a prominent branch for each shrub. Obtain the Owner's Representative's approval of all trees and shrubs to be remain prior to the start of tree and shrub removal.



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Revisions:	11/17/2022- Comments	01/06/2023- Comments			
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LANDSCAPE SPECIFICATIONS

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D. Prior to any construction activity at the site including utility work, grading, storage of materials, or installation of temporary construction facilities, install all tree protection fencing, Filter Fabric, silt fence, tree protection signs, Geogrid, Mulch and or Wood Chips as shown on the drawings.

3.5 SOIL MOISTURE

A. Volumetric soil moisture level, in all soils within the Tree and Plant Protection Area shall be maintained above permanent wilt point to a depth of at least 8 inches. No soil work or other activity shall be permitted within the Tree and Plant Protection Area when the volumetric soil moisture is above field capacity. The permanent wilt point and field capacity for each type of soil texture shall be defined as follows (numbers indicate percentage volumetric soil moisture).

Soil type	Permanent wilt point v/v	Field capacity v/v
Sand, Loamy sand, Sandy loam	5 - 8%	12 - 18%
Loam, Sandy clay, Sandy clay loam	14 - 25%	27 - 36%
Clay loam, Silt loam	11 - 22%	31 - 36%
Silty clay, Silty clay loam	22 - 27%	38 - 41%

1. Volumetric soil moisture shall be measured with a digital, electric conductivity meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent meter.

B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend operations until the soil moisture drains to below field capacity.

3.6 ROOT PRUNING:

A. Prior to any excavating into the existing soil grade within 25 feet of the limit of the Tree and Plant Protection Area or trees to remain, root prune all existing trees to a depth of 24 inches below existing grade in alignments following the edges of the Tree and Plant Protection Area or as directed by the Owner's Representative. Root pruning shall be in accordance with ANSI A300 (part 8) latest edition.

- Using a rock saw, chain trencher or similar trenching device, make a vertical cut within 2 feet of the limit of grading.
- After completion of the cut, make clean cuts with a lopper, saw or pruner to remove all torn root ends on the tree side of the excavation, and backfill the trench immediately with existing soil, filling all voids.

3.7 INSTALLATION OF GEOGRIDS, FILTER FABRIC, MATTING, WOOD CHIPS AND OR MULCH

A. Install Geogrids, Filter Fabric, matting, Wood Chips and or Mulch in areas and depths shown on the plans and details or as directed by the Owner's representative. In general it is the intent of this specification to provide the following levels of protection:

- All areas within the Tree and Plant Protection area provide a minimum of 5 inches of Wood Chips or Mulch.
- Areas where foot traffic or storage of lightweight materials is anticipated to be unavoidable provide a layer of Filter Fabric under the 5 inches of Wood Chips or Mulch.
- Areas where occasional light vehicle traffic is anticipated to be unavoidable provide a layer of Geogrids under 8 inches of Wood Chips or Mulch.
- Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrids under 8 - 12 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.

B. The Owner's Representative shall approve the appropriate level of protection.

C. In the above requirements, light vehicle is defined as a track skid steer with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

3.8 PROTECTION:

A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner's Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner's Representative.

3.9 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA:

A. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Owner's Representative including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area maybe indicated on the drawings along with any required remedial activity as listed below.

B. In the event that construction activity is unavoidable within the Tree and Plant Protection Area, notify the Owner's Representative and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity, and a list of remedial actions that will reduce the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:

- In general, demolition and excavation within the drip line of trees and shrubs shall proceed with extreme care either by the use of hand tools, directional boring and or Air Knife excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.
- When encountered, exposed roots, 1 inches and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent wilt point at all times. Roots one inch and larger in diameter shall not be cut with out the approval of the owners representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.
- Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner's Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, part 8) and be performed under supervision of the arborist.
- Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.
- Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8 foot long 2 inch x 6 - inch planks loosely banded onto the tree with 3 steel bands. Staple the bands to the planks as necessary to hold them securely in place. Trunk protection must be kept in place no longer than 12 months. If construction requires work near a particular tree to continue longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.

6. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.

- Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric or plastic sheeting to protect the Wood Chips from silt. Mound the Wood Chips so that the plastic slopes towards the excavation.
- Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, rewet the soil as necessary to keep soil moisture near field capacity.
- Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.

1.) The air excavation tool shall be "Air-Spade" as manufactured by Concept Engineering Group, Inc., Verona, PA (412) 826-8800, or Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (866) 328-5723 or approved equal.

- Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing operation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.
- Remove all excavated soil and excavated Wood Chips, and contaminated soil at the end of the excavation.
- Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open over night, mist the roots and cover the excavation with black plastic.
- Dispose of all soil in a manner that meets local laws and regulations.
- Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.
- Restore any Geogrids, Filter Fabric, Wood Chips or Mulch and or matting that was previously required for the area.

3.10 TREE REMOVAL:

- Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.
- Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.
- Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.
- Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.
- Remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the top most roots which ever is less and over the area of three times the diameter of the trunk (DBH).

- For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole still have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8 inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The Owner's Representative shall approve each hole at the end of the grinding operation.
- In areas where the tree location is to be a planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Specification Section Planting Soil, in maximum of 12 inch layers and compact to 80 - 85% of the maximum dry density standard proctor.

3.11 PRUNING:

- Within six months of the estimated date of substantial completion, prune all dead or hazardous branches larger than 2 inch in diameter from all trees to remain.
- Implement all pruning recommendations found in the arborist report.
- Prune any low, hanging branches and vines from existing trees and shrubs that overhang walks, streets and drives, or parking areas as follows:
 - Walks - within 8 feet vertically of the proposed walk elevation.
 - Parking areas - within 12 feet vertically of the proposed parking surface elevation.
 - Streets and drives - within 14 feet vertically of the proposed driving surface elevation.
- All pruning shall be done in accordance with ANSI A300 (part 1), ISA BMP Tree Pruning (latest edition, and the "Structural Pruning: A Guide for the Green Industry", Edward Gilman, Brian Kempf, Nelda Matheny and Jim Clark, 2013 Urban Tree Foundation, Visalia CA.
- Perform other pruning task as indicated on the drawings or requested by the Owner's Representative.
- Where tree specific disease vectors require, sterilize all pruning tools between the work in individual trees.

3.13 WATERING

- The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent wilt point to a depth of 8 inches or greater.
- The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.
- Periodically test the moisture content in the soil within the root zone to determine the water content.

3.14 WEED REMOVAL

A. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.

- All plants that are not shown on the planting plan or on the Tree and Plant Protection Plan to remain shall

be considered as weeds.

B. At the end of the construction period provide one final weeding of the Tree and Plant Protection Area.

3.15 INSECT AND DISEASE CONTROLLER

A. Monitor all plants to remain for disease and insect infestations during the entire construction period. Provide all disease and insect control required to keep the plants in a healthy state using the principles of Integrated Plant Management (IPM). All pesticides shall be applied by a certified pesticide applicator.

3.16 CLEAN-UP

A. During tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

- Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.

C. Make all repairs to grades, ruts, and damage to the work or other work at the site.

D. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

3.17 Removal of fencing and other Tree and plant protection

A. At the end of the construction period or when requested by the Owner's Representative remove all fencing, Wood Chips or Mulch, Geogrids and Filter Fabric, trunk protection and or any other Tree and Plant Protection material.

3.18 DAMAGE OR LOSS TO EXISTING Plants TO REMAIN

B. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense. Trees shall be replaced with a tree of similar species and of equal size or 6 inch caliper which ever is less. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available which ever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Owner's Representative shall approve the size and quality of the replacement plant.

- All trees and plants shall be installed per the requirements of Specification Section Planting.

C. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.

- The Owner's Representative may engage an independent arborist to assess any tree or plant that appears to have been damaged to determine their health or condition.

C. Any tree that is determined to be dead, damaged or potentially hazardous by the Owner's arborist and upon the request of the Owner's Representative shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all clean up of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.

D. Any remedial work on damaged existing plants recommended by the consulting arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching, and could include application tree growth regulators (TGR).

E. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

END OF SECTION 015639

SECTION 32 9300

PLANTING

PART 1 GENERAL

1.1 SUMMARY

A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.

B. The scope of work in this section includes, but is not limited to, the following:

- Locate, purchase, deliver and install all specified plants.
- Water all specified plants.
- Mulch, fertilize, stake, and prune all specified plants.
- Maintenance of all specified plants until the beginning of the warranty period.
- Plant warranty.
- Clean up and disposal of all excess and surplus material.
- Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

- Related Documents:
 - Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
 - Related Specification Sections
 - Section - Tree Protection and Plant Protection



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Lake Park, FL

Revisions:	11/17/2022- Comments	01/06/2023- Comments				
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Date: 10/22/2021
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B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

1. State of California, Department of Food and Agriculture, Regulations for Nursery Inspections, Rules and Grading.
2. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
3. ANSI A 300 - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
4. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
5. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
 - b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
 - c. The New Sunset Western Garden Book, Oxmoor House, most current edition.
6. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
7. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 PERMITS AND REGULATIONS

A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.
- B. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- C. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- D. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- E. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- F. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- G. Kinked root: A root within the root package that bends more than 90 degrees.
- H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- J. Normal: the prevailing protocol of industry standard(s)
- K. Owner's Representative: The person appointed by the Owner to represent their interest in the review and

approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative or Owner may appoint other persons to review and approve any aspects of the work, such as the landscape architect who prepared the plans.

L. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

N. Root ball package: The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

P. Shrub: Woody plants with mature height approximately less than 15 feet.

Q. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

R. Stem: The trunk of the tree.

S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.

T. Stem girdling root: Any root more than 1/4 inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.

U. Structural root: One of the largest roots emerging from the root collar.

V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 4 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article - "Selection of Plants" to the Owner's Representative for approval.
- G. Close out submittals: Submit to the Owner's Representative for approval.
 1. Plant maintenance data and requirements.
- H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner's Representative for approval.

1.11 OBSERVATION OF THE WORK

A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
4. COMPLETION OF THE PLANTING: Review the completed planting.

1.12 PRE-CONSTRUCTION CONFERENCE

A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.13 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
 1. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
 2. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.

3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.

B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).

C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.

1. The bidders list for work under this section shall be approved by the Owner's Representative.
2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.
4. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.

E. 1.14 PLANT WARRANTY:

1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective. Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:
 - d. Trees - 1 Year(s).
 - e. Shrubs - 1 Year(s).
 - f. Ground cover and perennial flower plants -1 Year(s).
 - g. Bulbs, annual flower and seasonal color plants - for the period of expected bloom or primary display.
2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
3. All plants shall be warranted to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
2. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
3. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
4. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
5. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
6. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
7. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.

B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.

1. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.



Item 7.

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NAUTILUS 220
Lake Park, FL


Revisions:	11/17/2022- Comments
	01/06/2023- Comments

Drawn By: RG

Drawing #: 1075

Date: 10/22/2021

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1.15 SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
 - 1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
 - 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.
- F. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
- G. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

- A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.17 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 - 1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.

C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.

- 1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.
- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
 - 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.18 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of Local Utility Locator Service, Sunshine 811, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by Sunshine 811.

PART 2 PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
 - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 - 2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
 - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.
- D. Plant Quality:
 - 1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant
 - 2. **Plant quality above the soil line:**
 - a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the Florida Grades and Standards tree grade Florida Fancy or Florida #1 and the following:
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - 2.) Leaves: The size, color, and appearance of leaves shall be typical for

- the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
- 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
- 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
- 3. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
- 4. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- 5. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
- 3. **Plant quality at or below the soil line:**
 - a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
 - 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
 - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
 - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
 - 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

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E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.

1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.

2.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. BALLED AND BURLAPPED PLANTS

2. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
3. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation
 - c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package. The basket shall be removed completely at time of planting.
 - 1.) At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
 - d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

SPADE HARVESTED AND TRANSPLANTED

1. Spade Harvested and Transplanted Plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for Balled and Burlapped plants.
2. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants known to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring.
3. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

C. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

4. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
5. Provide plants shall be established and well rooted in removable containers.
6. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

D. BARE ROOT PLANTS

7. Harvest bare root plants while the plant is dormant and a minimum of 4 weeks prior to leaf out (bud break).
8. The root spread dimensions of the harvested plants shall conform to ANSI Z60.1 for nursery grown bare root plants for each size and type of plant. Just prior to shipping to the job site, dip the root system into a slurry of hydrogel (cross linked polyacrylamide) and water mixed at a rate of 15 oz. of hydrogel in 25 gallons of water. Do not shake off the excess hydrogel. Place the root system in a pleated black plastic bag and tie the bag snugly around the trunk. Bundle and tie the upper branches together.
9. Keep the trees in a cool dark space for storage and delivery. If daytime outside temperatures exceeds 70 degrees F, utilize a refrigerated storage area with temperature between 35 and 50 degrees.
10. Where possible, plan time of planting to be before bud break. For trees to be planted after bud break, place the trees before bud break in an irrigated bed of pea gravel.
 - a. The pea gravel bed shall be 18 inches deep over a sheet of plastic.
 - b. Space trees to allow the unbundled branches to grow without shading each other.
 - c. Once stored in pea gravel, allow the trees sufficient time for the new root system to flush and spring growth of leaves to fully develop before planting.
 - d. Pea gravel stored trees may be kept for up to one growing season.
 - e. Pea gravel stored trees shall be dipped, packaged and shipped similar to the requirements for freshly dug bare root trees above.

2.3 ANNUAL FLOWERING AND SEASONAL COLOR PLANTS

E. Container or flat-grown plants should be sized as noted in the planting plan. Plants shall be well-rooted and healthy.

2.4 PALMS

F. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.

G. Defronding, tying, and hedging:

5. In preparing palm trees for relocation, all dead fronds shall be removed.
6. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.

C. Digging the root ball:

1. When digging out the root ball, no excavation shall be done closer than 24 inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.

D. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

2.5 PLANTING SOIL

Planting Soil shall contain a mixture of 1/3 sand, 1/3 topsoil and 1/3 peat humus. Sand shall be clean, salt-free and containing no extraneous matter. Topsoil shall be friable fertile soil with representative characteristics of area soils. It should be free of heavy silt, stone, excess lime, shell rock, plant roots, debris or other foreign matter. It shall not contain noxious plant growth (such as bermuda, torpedo or nut grass). It shall test between the pH range of 5.0 to 7.0 unless otherwise specified and contain no toxic residue or substances that would endanger plant growth. If topsoil is not available on site, it shall be imported from local sources with similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth not less than 4". Peat humus shall be decomposed peat with no identifiable fibers or if available, muck may be substituted and shall be free from stones, excessive plant roots, debris or other foreign matter. Muck shall not be overly saturated with water.

2.6 MULCH

A. Mulch shall be Melaleuca or Eucalyptus and shall cover all landscape bed areas in a 3" minimum layer. Do not let mulch pile up on root ball or around trunks of trees plants. Submit supplier's product specification data sheet and a one gallon sample for approval.

2.7 TREE STAKING AND GUYING MATERIAL

- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.
- C. Below ground anchorage systems to be constructed of 2 x 2 dimensional untreated wood securing (using 3 inch long screws) horizontal portions to 4 feet long vertical stakes driven straight into the ground outside the root ball.
- D. Submit manufacturer's product data for approval.

2.9 WATERING BAGS

- E. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours
- F. Watering bags shall be:
 1. Treegator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596.
 2. Ooze Tube sized to the appropriate model for the requirements of the plant, manufactured by Engineered Water Solutions, Atlanta, GA.
 3. Or approved equal.
- C. Submit manufacturer's product data for approval.

PART 3 EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
 1. All plant materials must be available for observation prior to planting.
 2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
 1. The Owner's Representative or Contractor shall approve the duration, method and location of storage of plants.
- C. Provide protective covering over all plants during transporting.

3.2 ADVERSE WEATHER CONDITIONS

A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.3 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.

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C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.4 LAYOUT AND PLANTING SEQUENCE

A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.

B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.

C. When applicable, plant trees before other plants are installed.

D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

3.5 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.

1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.6 SOIL MOISTURE

A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point
Field capacity	
Sand, Loamy sand, Sandy loam	5 - 8% 12-18%
Loam, Sandy clay, Sandy clay loam	14 - 25% 27-36%
Clay loam, Silt loam	11 - 22% 31 - 36%
Silty clay, Silty clay loam	22 - 27% 38 - 41%

1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.

B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

3.7 INSTALLATION OF PLANTS: GENERAL

C. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner's Representative of any condition observed.

D. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.

E. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.

1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may

make the plant unstable or stress the plant to the point that the Owner's Representative may choose to reject the plant rather than permitting the modification.

2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.

3. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty

4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.

F. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.

G. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.

H. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.

1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.

- a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
- b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.

2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.

3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.

4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.

I. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.

J. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

K. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.

L. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.

M. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.

M. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.

N. Thoroughly water the Planting Soil and root ball immediately after planting.

O. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.

P. Remove corrugated cardboard trunk protection after planting.

Q. Follow additional requirements for the permitted root ball packages.

3.8 Permitted Root ball packages and Special planting requirements

A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

B. BALLED AND BURLAPPED PLANTS

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
2. If the plant is shipped with a wire basket that does not meet the requirements of a "Low Rise" basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
3. Earth root balls shall be kept intact except for any modifications required by the Owner's Representative to make root package comply with the requirement in Part 2 Products.

C. SPADE HARVESTED AND TRANSPLANTED PLANTS

1. After installing the tree, loosen the soil along the seam between the root ball and the surrounding soil out to a radius from the root ball edge equal to the diameter of the root ball to a depth of 8 - 10 inches by hand digging to disturb the soil interface.
2. Fill any gaps below this level with loose soil.

D. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS

1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
2. Remove the container.
3. Perform root ball shaving as defined in Installation of Plants: General above.
4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
5. Remove all substrate at the bottom of the root ball that does not contain roots.
6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.



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NAUTILUS 220
Lake Park, FL

Revisions:

11/17/2022- Comments
01/06/2023- Comments

Drawn By: RG
Drawing #: 1075
Date: 10/22/2021

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LANDSCAPE SPECIFICATIONS

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SH # LP.10

E. BARE ROOT PLANTS

1. Dig the planting hole to the diameter of the spread of the roots to a depth in the center that maintains the root collar at the elevation of the surrounding finished grade and slightly deeper along the edges of the hole.
2. Spread all roots out radial to the trunk in the prepared hole making the hole wider where needed to accommodate long roots. Root tips shall be directed away from the trunk. Prune any broken roots removing the least amount of tissue possible.
3. Maintain the trunk plumb while backfilling soil around the roots.
4. Lightly tamp the soil around the roots to eliminate voids and reduce settlement.

3.9 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

- A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assure that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.
- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

3.10 PALM PLANTING

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

3.11 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 6. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
 7. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
 1. Plants shall stand plumb after staking or guying.

2. Stakes shall be driven to sufficient depth to hold the tree rigid.

- D. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

3.12 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

3.13 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
- B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

3.14 PRUNING OF TREES AND SHRUBS

- A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- F. Pruning shall be done with clean, sharp tools.
- G. No tree paint or sealants shall be used.

3.15 MULCHING OF PLANTS

- A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.
- B. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans.
- C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

3.16 PLANTING BED FINISHING

- A. After planting, smooth out all grades between plants before mulching.
- B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be a depicted on the drawings.

3.17 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.
- B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.

3.18 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.

C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.

D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.19 PROTECTION DURING CONSTRUCTION

A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.

B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

3.20 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.

B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

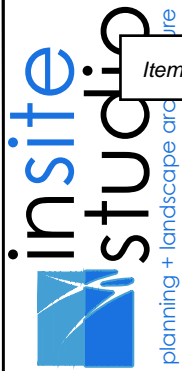
3.21 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.

B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.



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NAUTILUS 220
Lake Park, FL

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3.22 MAINTENANCE DURING THE WARRANTY PERIOD by others

A. After Substantial Completion Acceptance, the Contractor shall make sufficient site visits to observe the Owner's maintenance and become aware of problems with the maintenance in time to request changes, until the date of End of Warranty Final Acceptance.

1. Notify the Owner's Representative in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the Owner's Representative may take corrective action.
 - a. Notification must define the maintenance needs and describe any corrective action required.
2. In the event that the Contractor fails to visit the site and or notify, in writing, the Owner's Representative of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

3.23 MAINTENANCE DURING THE WARRANTY PERIOD by the plant installer

A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.

B. General requirements:

1. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 5 years experience supervising commercial plant maintenance crews.
2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.
3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the Owner's Representative.
6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the Owner's Representative's written permission.
7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the Owner's Representative, and submit a copy of the logs at the end of each year of the maintenance agreement.
8. Meet with the Owner's Representative a minimum of three times a year to review the progress and discuss any changes that are needed in the maintenance program. At the end of the warranty period attend a hand over meeting to formally transfer the responsibilities of maintenance to the Owner's Representative. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs and soil test data. Make the Contractor's supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.

C. Provide the following maintenance tasks:

1. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth.
 - a. Maintain all watering systems and equipment and keep them operational.
 - b. Monitor soil moisture to provide sufficient water. Check soil moisture and root ball moisture with a soil moisture meter on a regular basis and record moisture readings. Do not over water.
2. Soil nutrient levels: Take a minimum of 4 soil samples from around the site in the spring and fall and have them tested by an accredited agricultural soil testing lab for chemical composition of plant required nutrients, pH, salt and % organic matter. Test results shall include laboratory recommendations for nutrient applications. Apply fertilizers at rates recommended by the soil test.
 - a. Make any other soil test and/or plant tissue test that may be indicated by

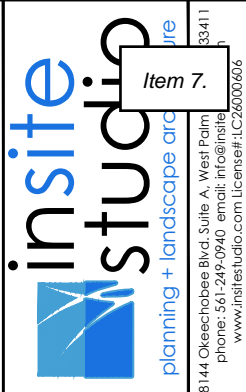
plant conditions that may not be related to soil nutrient levels such as soil contaminated by other chemicals or lack of chemical uptake by the plant.

3. Plant pruning: Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the Owner's Representative, do not shear plants or make heading cuts.
4. Restore plants: Reset any plants that have settled or are leaning as soon as the condition is noticed.
5. Guying and staking: Maintain plant guys in a taught position. Remove tree guys and staking after the first full growing season unless directed by Owner's Representative.
6. Weed control: Keep all beds free of weeds. Hand-remove all weeds and any plants that do not appear on the planting plan. Chemical weed control is permitted only with the approval of the Owner's Representative. Schedule weeding as needed to maintain weed free beds.
7. Trash removal: Remove all trash and debris from all planting beds and maintain the beds in a neat and tidy appearance.
8. Plant pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks.
 - a. The Owner's Representative must approve in advance the use of all chemical pesticide applications.
9. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered and replaced under the warranty provisions.
10. Mulch: Refresh mulch once a year to maintain complete coverage but do not over mulch. At no time shall the overall mulch thickness be greater than 3 inches. Do not apply mulch within 6 inches of the trunks or stems of any plants. Replacement mulch shall meet the requirements of the original approved material. Mulch shall be no more than one inch on top of the root ball surface.
11. Bed edging: Check and maintain edges between mulch and lawn areas in smooth neat lines as originally shown on the drawings.
12. Leaf, fruit and other plant debris removal: Remove fall leaf, spent flowers, fruit and plant part accumulations from beds and paved surfaces. Maintain all surface water drains free of debris. Debris removal shall be undertaken at each visit to weed or pick up trash in beds.
13. Damage from site use: Repair of damage by site visitors and events, beyond normal wear, are not part of this maintenance. The Owner's Representative may request that the Contractor repair damage beds or plantings for an additional cost. All additional work shall be approved in advance by the Owner's Representative.

3.27 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

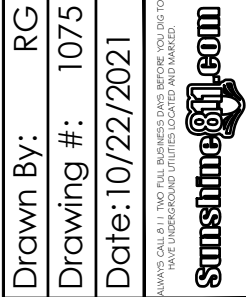
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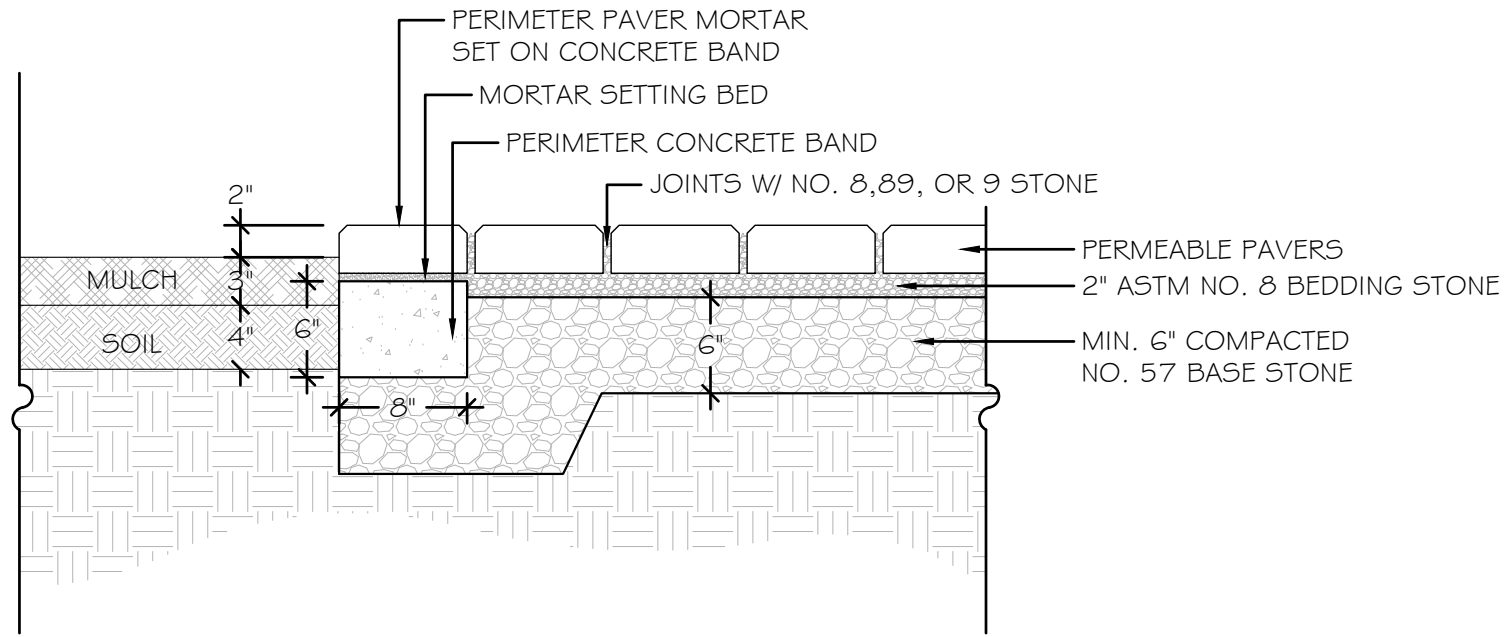
NAUTILUS 220
Lake Park, FL

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01/06/2023- Comments

Drawn By: RG
Drawing #: 1075
Date: 10/22/2021



LANDSCAPE SPECIFICATIONS
LP.12
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1 PERMEABLE PAVERS - PEDESTRIAN CONDITION SCALE: 1" = 1' - 0"

NOTES: DETAILS AND PLANS PROVIDED FOR MATERIAL LOCATION, LAYOUT AND GENERAL OVERALL DIMENSIONS. REFER TO ENGINEERING PLANS FOR STRUCTURAL AND DIMENSIONAL REQUIREMENTS FOR CONSTRUCTION. REFER TO MANUFACTURER RECOMMENDATIONS FOR INSTILLATION.

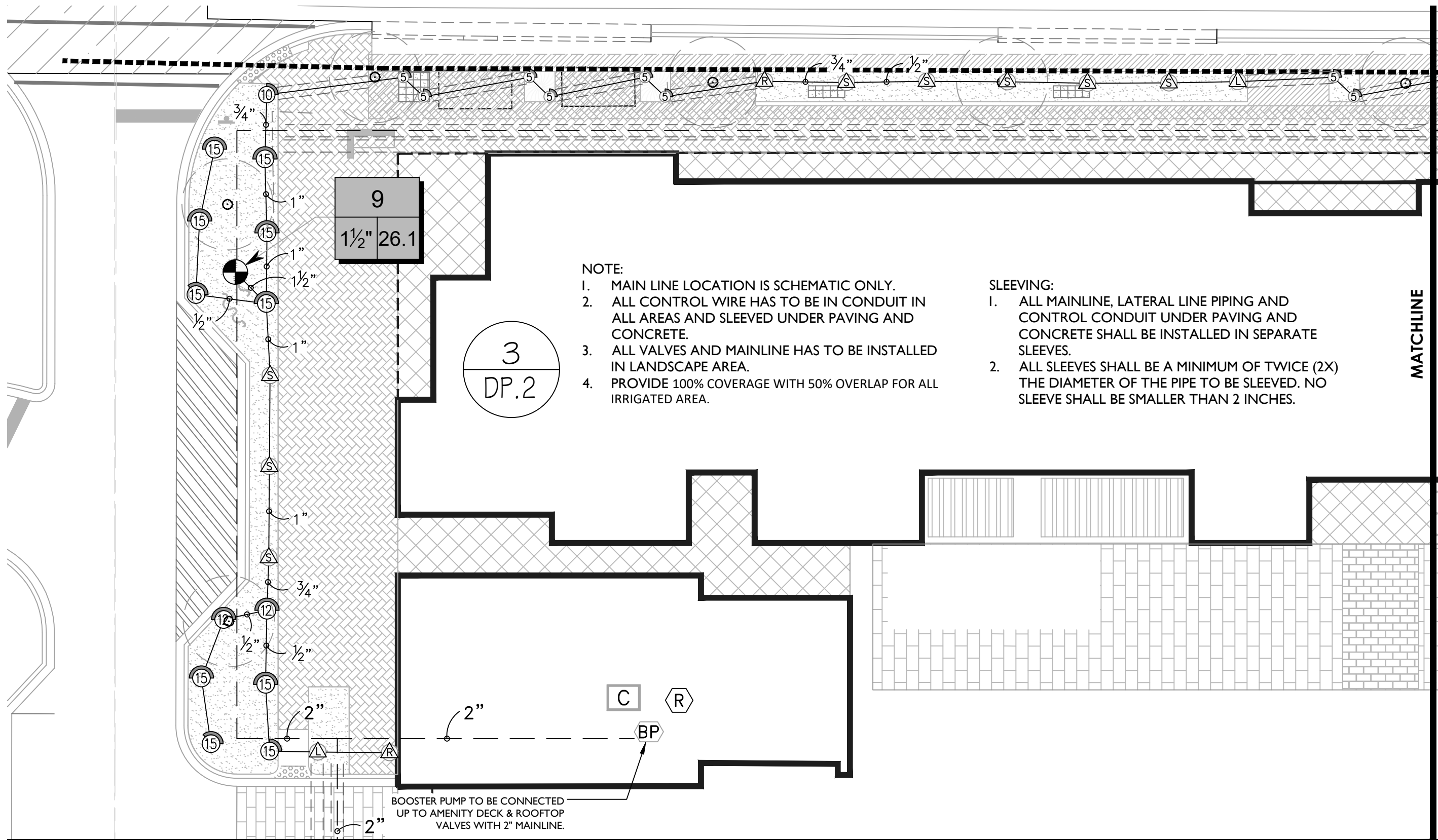
GROUND LEVEL HARDSCAPE PLAN MATERIAL SCHEDULE				
LETTER	TITLE	MATERIAL / PRODUCT	MANUFACTURER / CONTACT	NOTES
A	PERMEABLE PAVERS	AQUALINE	BELGARD	COLOR: PEWTER, WHITE, TITANIUM SIZE: 4.5X4.5, 4.5X9, 9X9 PATTERN: SEE DETAIL SHEET HP.2.2 APPLICATION: SET ON SPECIALTY BASE, AS PER CIVIL ENGINEER DRAWINGS.

NAUTILUS 220
 Lake Park, FL

Revisions:

Drawn By: JG
 Drawing #: 1075
 Date: 12/14/2023
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HARDSCAPE
 DETAILS
 # HP.1
 130



- NOTE:**
1. MAIN LINE LOCATION IS SCHEMATIC ONLY.
 2. ALL CONTROL WIRE HAS TO BE IN CONDUIT IN ALL AREAS AND SLEEVED UNDER PAVING AND CONCRETE.
 3. ALL VALVES AND MAINLINE HAS TO BE INSTALLED IN LANDSCAPE AREA.
 4. PROVIDE 100% COVERAGE WITH 50% OVERLAP FOR ALL IRRIGATED AREA.

- SLEEVING:**
1. ALL MAINLINE, LATERAL LINE PIPING AND CONTROL CONDUIT UNDER PAVING AND CONCRETE SHALL BE INSTALLED IN SEPARATE SLEEVES.
 2. ALL SLEEVES SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. NO SLEEVE SHALL BE SMALLER THAN 2 INCHES.

MATCHLINE
SEE SHEET IP.2

BOOSTER PUMP TO BE CONNECTED UP TO AMENITY DECK & ROOFTOP VALVES WITH 2" MAINLINE.

GROUND LEVEL IRRIGATION PLAN
SCALE: 1/16" = 1'-0"



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SHEET DESCRIPTION:
IRRIGATION PLAN FOR FDOT

SEAL:

Damian Gonzalez PE.
PH: (305) 726-5669
P.E No.63910

PROJECT:
NAUTILUS 211
LAKE PARK, FLORIDA

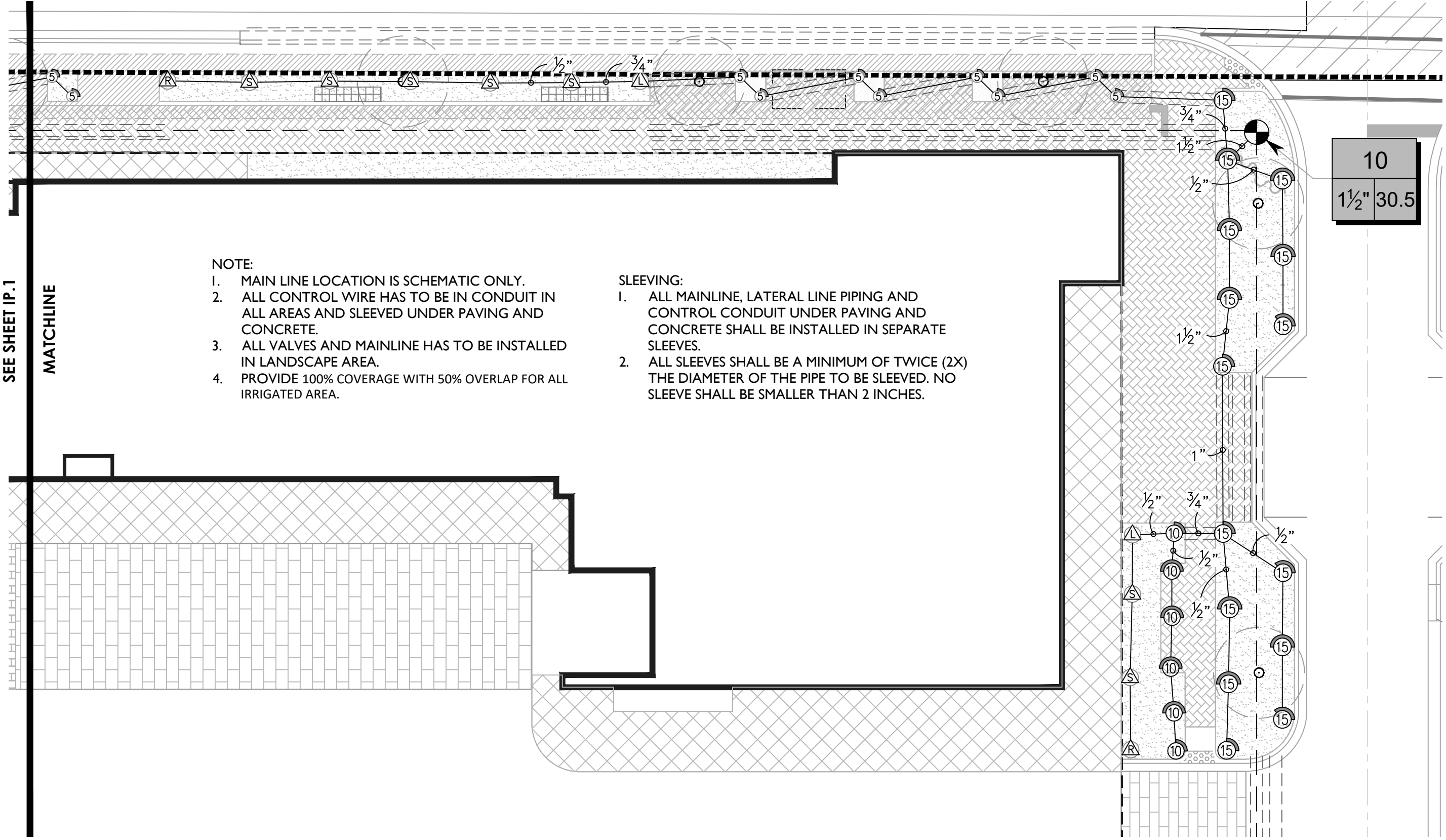
REVISIONS:

DATE: 11/09/2021
DRAWN BY: Damian Gonzalez PE.
CHECKED BY:

SCALE: SCALED AS SHOWN
SHEET: IP- 131

SEE SHEET IP.1

MATCHLINE



NOTE:

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10
1 1/2" 30.5

GROUND LEVEL IRRIGATION PLAN
SCALE: 1/16" = 1'-0"



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 PH: (305) 726-5669
 P.E. No. 63910

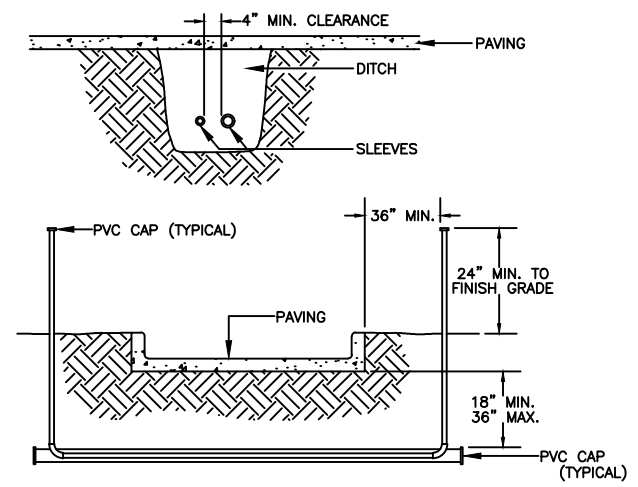
PROJECT:
NAUTILUS 211
 LAKE PARK, FLORIDA

REVISIONS:

DATE: 11/09/2021
DRAWN BY:
 Damian Gonzalez PE.
CHECKED BY:

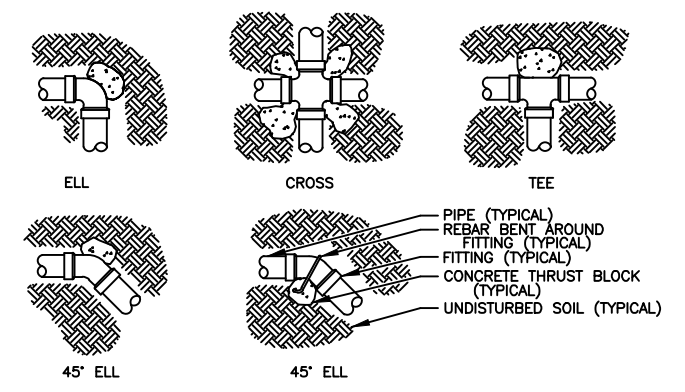
SCALE: SCALED AS SHOWN
SHEET: IP- 132

Item 7.



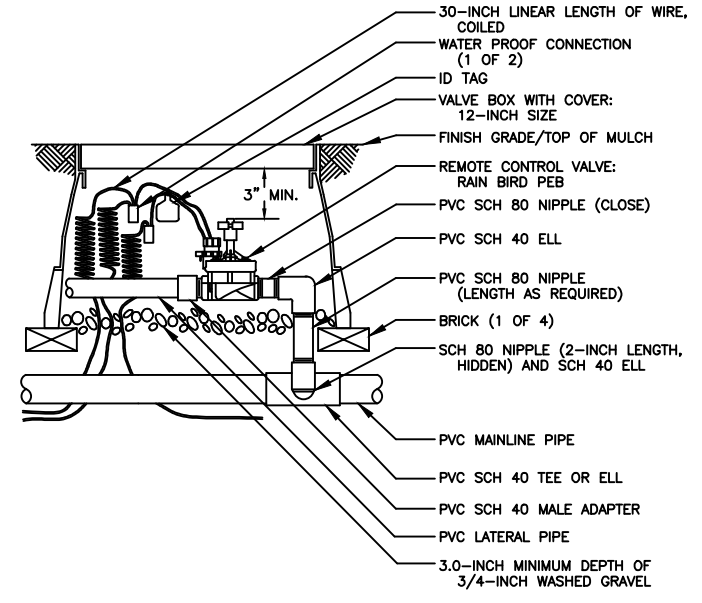
- NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCH40 PIPE.
 2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
 3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE.
 4. MECHANICALLY TAMP TO 95% PROCTOR.

(8) SLEEVING

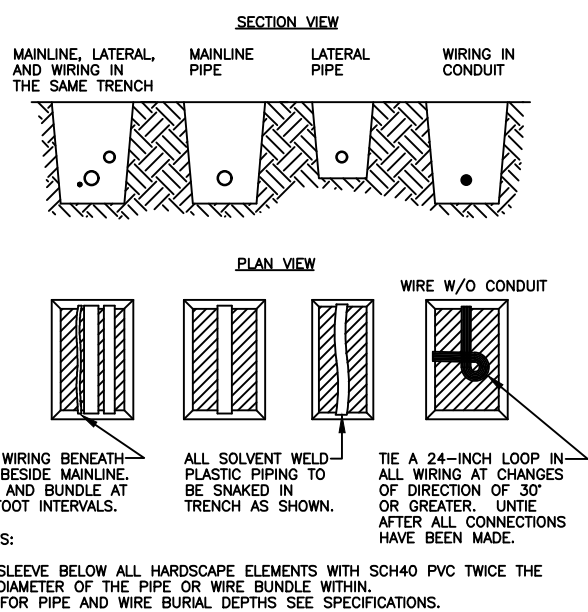


- NOTES:
1. SUPPLY LINES 3-INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS.
 2. SEE SPECIFICATIONS FOR AMOUNT OF CONCRETE TO BE USED FOR THRUST BLOCK.

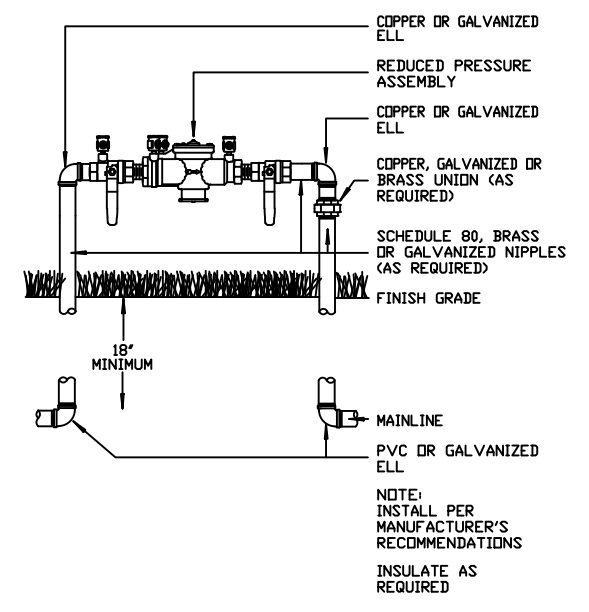
(9) THRUST BLOCKS



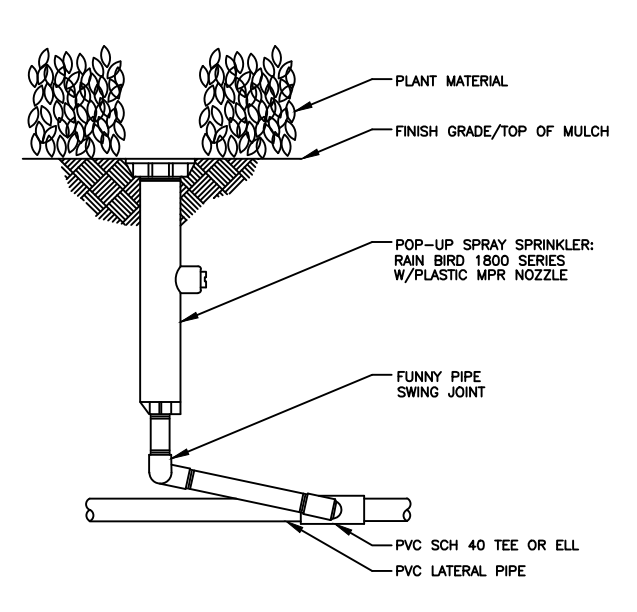
(3) REMOTE CONTROL VALVE



(4) PIPE & WIRE TRENCHING



(10) BACKFLOW BRP



(6) POP-UP SPRAY SPRINKLER

Depth of coverage per Florida Building Code amended appendix F

FOR NONTRAFFIC AND NONCULTIVATED AREAS:

Pipe Diameter	Minimum depth of Cover
1/2" through 1 1/4"	6" - 12"
1 1/2" through 2"	12" - 18"
2 1/2" through 3"	18" - 24"
6" and larger	24" - 36"

FOR VEHICLE TRAFFIC AREAS:

Pipe Diameter	Minimum depth of Cover
1/2" through 2 1/2"	18" - 24"
3" through 5"	24" - 30"
6" and larger	30" - 36"

(7) DEPTH OF COVERAGE

SHEET DESCRIPTION:
 IRRIGATION PLAN FOR FDOT
 DETAILS & NOTES

SEAL:
 Damian Gonzalez PE.
 PH: (305) 726-5669
 P.E No.63910

PROJECT:
NAUTILUS 211
 LAKE PARK, FLORIDA

REVISIONS:
 DATE: 11/09/2021
 DRAWN BY:
 Damian Gonzalez PE.
 CHECKED BY:
 SCALE: SCALED AS SHOWN
 SHEET: IP- 133

CONTRACTOR MUST COMPLY WITH FLORIDA BUILDING CODE AMENDED APPENDIX F:

NO PRODUCT SUBSTITUTIONS OR CHANGES WILL BE ALLOWED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE OWNER AND THE IRRIGATION CONSULTANT.

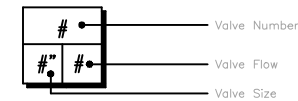
GENERAL NOTES

- All mainline, lateral line and control wire conduit under paving shall be installed in separate sleeves. Sleeves shall be a minimum of twice (2X) the diameter of the pipe to be sleeved.
- Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
- Install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local codes.
- Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized representative.
- 120 VAC electrical power source at controller location shall be provided by others. The electrical contractor shall make the final connection from the electrical source to the controller.
- All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified.
- The irrigation contractor shall flush and adjust all sprinkler heads and valves for optimum spray with minimal overspray onto walks, streets, walls, etc.
- This design is diagrammatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The contractor shall locate all valves in shrub areas where possible.
- It is the responsibility of the irrigation contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and paving, etc.
- Do not willingly install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
- All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
- The irrigation contractor shall install check valves on all heads in areas where finish grade exceeds 4:1, where post valve shut-off draining, of the irrigation head occurs or as directed by the owner's authorized representative.
- The contractor shall provide 1800 PCS (pressure compensating screens) as necessary to reduce or eliminate overspray onto streets, walks or other areas as directed by the owner's authorized representative.
- All remote control valves, gate valves, quick couplers, control wire and computer cable pull points shall be installed in approved valves boxes with covers. All shall be marked indicating controller and station numbers for control valve boxes and/or titled in the equipment legend with 1" white heat braided letters.
- All control wires shall be installed in PVC conduit, min #14 AWG.
- Installer is required to conduct final testing and adjustment to achieve design specification prior to completion of the system and acceptance by the owner or owner's representative.
- Contractor to provide owner with post construction documentation, including as-built drawings, recommended maintenance schedules and activities, operational schedule, design precipitation rates, system adjusting methods for decreasing water once landscape is established, water source and shutoff method and all operational guides for controller.
- A map of the system shall be kept in a readily available location with details for operation.
- If the water supply for irrigation system is a well water, a constant pressure flow control device of pressure tank is required to minimize pump "cycling".
- Check valves must be installed at irrigation heads as needed to prevent low head drainage and puddling.
- Nozzle precipitation rates for all heads within each valve circuit must be matched to within 20% of one another.

IRRIGATION SCHEDULE GROUND LEVEL

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1812 15 Strip Series Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	147
	Rain Bird 1812 5 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	23
	Rain Bird 1812 8 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	4
	Rain Bird 1812 10 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	30
	Rain Bird 1812 12 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	29
	Rain Bird 1812 15 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet.	49
	Rain Bird 1812-5 Series Stream Stream Bubbler 12.0" popup.	6

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	8
	Watts U009 2" Reduced Pressure Backflow Preventer	1
	Rain Bird ESP4MEi with (2) ESP-SM3 (1) ESP-SM6 16 Station, Hybrid Modular Indoor Controller. For Residential or Light Commercial Applications.	1
	Rain Bird RSD-CEx Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
	Booster Pump IRRIGATION CRAFT MODEL: ICC-SSVPD-2083-CP Pompano Beach, Florida, Tel: 954-971-7350	1
	Water Meter 1-1/2"	1
	Irrigation Lateral Line: PVC Class 160 SDR 26	3,439 l.f.
	Irrigation Mainline: PVC Schedule 40	1,598 l.f.
	Pipe Sleeve: PVC Schedule 40	1,645 l.f.



VALVE SCHEDULE NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
8	Rain Bird PEB	1-1/2"	Shrub Spray	33.88	97.3	26.87	42.41	1.58 in/h
9	Rain Bird PEB	1-1/2"	Shrub Spray	26.08	151.5	27.63	42.79	1.47 in/h
10	Rain Bird PEB	1-1/2"	Shrub Spray	30.50	573.3	27.18	44.14	1.52 in/h
11	Rain Bird PEB	1-1/2"	Shrub Spray	30.20	759.5	27.46	44.17	1.61 in/h
12	Rain Bird PEB	1-1/2"	Shrub Spray	28.79	591.1	27.26	43.8	1.38 in/h
13	Rain Bird PEB	1"	Shrub Spray	16.20	586.5	26.41		1.38 in/h
14	Rain Bird PEB	1-1/2"	Shrub Spray	25.76	398.4	27.63	43.3	1.52 in/h
15	Rain Bird PEB	1-1/2"	Shrub Spray	26.81	298.5	26.18	41.78	1.68 in/h
	Common Wire				1,598			

WATERING SCHEDULE NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
8	Rain Bird PEB	Shrub Spray	1.58 in/h	1	39	1,321	440.4
9	Rain Bird PEB	Shrub Spray	1.47 in/h	1	41	1,069	356.4
10	Rain Bird PEB	Shrub Spray	1.52 in/h	1	40	1,220	406.7
11	Rain Bird PEB	Shrub Spray	1.61 in/h	1	38	1,148	382.5
12	Rain Bird PEB	Shrub Spray	1.38 in/h	1	44	1,267	422.3
13	Rain Bird PEB	Shrub Spray	1.38 in/h	1	44	712.8	237.6
14	Rain Bird PEB	Shrub Spray	1.52 in/h	1	40	1,030	343.5
15	Rain Bird PEB	Shrub Spray	1.68 in/h	1	36	965.2	321.7
	TOTALS:				322	8,733	2,911

CONSULTING GABLES INC. C.A. No. 28232
 4437 W FLAGLER ST SUITE CORAL GABLES, FL 33138
 V: (786) 220-0083 F: (866) 326- services@consultinggables.com

SHEET DESCRIPTION:
 IRRIGATION PLAN FOR FDOT
 DETAILS & SCHEDULE

SEAL:
 Damian Gonzalez PE.
 PH: (305) 726-5669
 P.E. No. 63910

PROJECT:
 NAUTILUS 211
 LAKE PARK, FLORIDA

REVISIONS:

DATE: 11/09/2021
 DRAWN BY:
 Damian Gonzalez PE.
 CHECKED BY:

SCALE: SCALED AS SHOWN
 SHEET: IP- 134

SECTION: 93020000
PERMIT: 2022-L-496-00005
COUNTY: Palm Beach
STATE RD: 5

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): US Hwy 1 (M.P. 14.217) to Road (M.P. 14.300)
Permit or FM No(s): 2022-L-496-00005
RLA of Record: Bryan Donahue
Maintaining Agency: Town of Lake Park
Date: December 14, 2023

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program (MRP)* standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program (MRP)*.

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program (MRP)* standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELED WAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II.

SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. The project includes installation of Live Oaks, Medjool Date palms, shrubs, groundcover, and irrigation within the FDOT ROW adjacent to a new mixed use residential project. Additional items in the ROW include benches and concrete pavers.
2. Canopy Trees are intended to be maintained at mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
3. Remove suckering growth from base and clear trunk areas for single trunked trees on a monthly basis.
4. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
6. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

7. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
8. Maintain the vertical height of:
 - White Fountain Grass between 30" and 36", full to ground.
 - Orange Brid of Paradise between 40" and 48", full to ground.
 - Carissa between 14" and 20", full to ground.
 - Dwarf Clusia between 14" and 20", full to ground.
 - Maui Ixora between 18" and 20", full to ground.
 - Green Island Ficus between 14" and 20", full to ground.
 - Blueberry Flax Lily between 18" and 24", full to ground.
 - Asian Jasmine between 6" and 10", full to ground.
9. Inspect groundcovers and shrubs on a monthly basis for maintaining full to ground coverage.
10. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
11. Concrete pavers shall be inspected on a monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.
12. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e. spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase
<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPT ER_11_w_fl_a_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
<http://www.fdot.gov/design/standardplans/current/IDX/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees)*
<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* <http://www.fdot.gov/design/standardplans/current/IDX/102-600.pdf>

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists <http://www.fleppc.org/list/list.htm>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 93020000
PERMIT: 2022-L-496-00005
COUNTY: Palm Beach
STATE RD: 5

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

(To be provided by Town)



Town of Lake Park Town Commission

Item 8.

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND NAUTILUS 220 CONDOMINIUM ASSOCIATION, INC. PURSUANT TO EXHIBIT 'A'

- [] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA (Resolution)
[] BOARD APPOINTMENT [] OLD BUSINESS
[] ORDINANCE
[] NEW BUSINESS – DISCUSSION ITEM
[] OTHER: RESOLUTION

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.08.29 16:20:35 -04'00'

Approved by Town Manager

Date:

Nadia Di Tommaso / Community Development Director

Name/Title

Table with 3 columns: Originating Department (Community Development), Costs (Legal Review, Funding Source: Nautilus Escrow, Acct. #5286, Finance), Attachments (Resolution, Exhibit 'A'), Advertised (Not Required), and notification status (Yes I have notified everyone or Not applicable in this case ND).

Summary Explanation/Background:

There are two related Resolutions on the consent agenda. Both are associated with the US-1 right-of-way improvements being installed in conjunction with the Nautilus 220 project. The Florida Department of Transportation (FDOT) requires that their standard maintenance agreement (referred to as the MMOA) be executed between the Town and FDOT. In turn, a separate third-party agreement between the Town and Nautilus is on the agenda in order to transfer the Town's maintenance responsibilities (pursuant to the FDOT agreement), to the Nautilus Association. Consequently, by executing both agreements, the Town does not have any maintenance responsibilities.

The agreements have been reviewed and approved by the Town Attorney.

Recommended Motion: I move to "APPROVE" Resolution __-09-24.

RESOLUTION 61-09-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND NAUTILUS 220 CONDOMINIUM ASSOCIATION, INC. PURSUANT TO EXHIBIT 'A'; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission is the governing body of the Town and has authority over the Town’s roads, alleys and rights-of-way within the Town street system; and

WHEREAS, the Town generally maintains the Town rights-of-way platted or dedicated to it for public use; and

WHEREAS, Forest Development LLC (the “**Developer**”) is developing a mixed-use condominium project known as “Nautilus 220”, located at 220 Lake Shore Drive, Lake Park, Florida 33403 (the “**Project**”); and

WHEREAS, the Project features specialized landscaping, hardscape, lighting, and streetscape furniture, some of which will encroach upon a public right-of-way as set forth in the applicable plans approved by the Town (the “**Approved Plans**”); and

WHEREAS, the Town has entered into an agreement with the Florida Department of Transportation (“**FDOT**”) whereby the Town is responsible for the costs of installation and maintenance of the landscaping and improvements to SR 5 / North Federal Highway (U.S. 1), at the request and for the benefit of the Association; and

WHEREAS, the Developer is constructing the Project and all of the landscaping and improvements set forth in the Approved Plan and further authorized herein; and

WHEREAS, Association, and **not** the Town, shall have the sole responsibility of maintaining any and all landscape improvements within the Maintenance Area (as defined herein as **Exhibit ‘A’**); and

WHEREAS, the Town Commission has previously reviewed the Approved Plans and finds that the aesthetics and specialty features planned for the right-of-way will enhance the streetscape to the benefit of the public; and

WHEREAS, the Town and the Association mutually recognize the need for entering into this Agreement designating and setting forth the responsibilities of each party with respect to the improvements in the right of way, as defined below and more fully described herein.

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN OF LAKE PARK HEREBY APPROVES THE RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT PURSUANT TO EXHIBIT ‘A’.

This Instrument Prepared by And Should Be Returned to:

Town of Lake Park
Office of the Town Manager 535 Park Avenue
Lake Park, FL 33403

RIGHT-OF-WAY IMPROVEMENT & MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY IMPROVEMENT & MAINTENANCE AGREEMENT (“**Agreement**”) is made by and between the **TOWN OF LAKE PARK**, a municipal corporation of the state of Florida (“**Town**”), having an address of 535 Park Avenue, Lake Park, Florida 33403, and **NAUTILUS 220 CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, its successors and assigns, having an address of 11231 US Highway 1 Suite 354, North Palm Beach, FL 33408 (“**Association**”).

WHEREAS, the Town Commission is the governing body of the Town and has authority over the Town’s roads, alleys and rights-of-way within the Town street system;

WHEREAS, the Town generally maintains the Town rights-of-way platted or dedicated to it for public use;

WHEREAS, Forest Development LLC (the “**Developer**”) is developing a mixed-use condominium project known as “Nautilus 220”, located at 220 Lake Shore Drive, Lake Park, Florida 33403 (the “**Project**”);

WHEREAS, the Project features specialized landscaping, hardscape, lighting, and streetscape furniture, some of which will encroach upon a public right-of-way as set forth in the applicable plans approved by the Town (the “**Approved Plans**”);

WHEREAS, the Town has entered into an agreement with the Florida Department of Transportation (“**FDOT**”) whereby the Town is responsible for the costs of installation and maintenance of the landscaping and improvements to SR 5 / North Federal Highway (U.S. 1), at the request and for the benefit of the Association;

WHEREAS, the Developer is constructing the Project and all of the landscaping and improvements set forth in the Approved Plan and further authorized herein;

WHEREAS, Association, and not the Town, shall have the sole responsibility of maintaining any and all landscape improvements within the Maintenance Area (as defined herein);

WHEREAS, the Town Commission has previously reviewed the Approved Plans and finds that the aesthetics and specialty features planned for the right-of-way will enhance the streetscape to the benefit of the public; and

WHEREAS, the Town and the Association mutually recognize the need for entering into this Agreement designating and setting forth the responsibilities of each party with respect to the improvements in the right of way, as defined below and more fully described herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
- 2. **Encroachment and License.** The Town hereby consents to the encroachments of the those certain specialized landscaping, hardscape, lighting, and streetscape furniture described herein within the Town’s public rights-of-way of Cypress Drive, Lake Shore Drive and Bayberry Drive. In order to perform its obligations under this Agreement, Town grants Association, its successors and/or assigns, employees, contractors and agents, a non-exclusive license to access and use the Maintenance Area (as described below in Paragraph 4) for the purposes described in this Agreement.
- 3. **Installation and Maintenance Responsibilities.** Pursuant to the Approved Plans, Developer, at Developer’s expense, shall install the following landscape and hardscape improvements in accordance with the Approved Plans: landscaping, street trees, ground cover and sod; irrigation for all landscaping within the rights-of-way; concrete and concrete pavers along sidewalks, and streetscape furniture, including but not limited to, decorative street lighting, accent lighting, benches, bicycle racks, and trash receptacles (the “**Landscape Improvements**”). After installation, Association, at Association’s expense, shall be solely responsible for maintaining the Landscape Improvements.
- 4. **Area to Be Maintained.** The area to be maintained by the Association is: (i) that area encompassed by the FDOT Agreement, specifically known as “SR 5 / North Federal Highway/ U.S. 1” as further set forth in Exhibit B; and (ii) that area of the right- of-way along the building frontage, sidewalk and surrounding landscape area Cypress Drive, Lake Shore Drive, and Bayberry Drive as shown on Exhibit A (the “**Maintenance Area**”), attached hereto and incorporated herein, adjacent to the Association’s property, and the PCNs and legal descriptions below:

PCN(s)# 36-43-42-20-01-114-0010, 36-43-42-20-01-114-0391, 36-43-42-20-01-114-0351, 36-43-42-20-01-114-0352, 36-43-42-20-01-114-0090 & 36-43-42-20-01-114-0130

Legal Description:

Parcel 1:

Lots 13,14 and 15, less County road right-of-way; and west 70 feet of Lots 32, 33 and 34, all in Block 114, Kelsey City (now known as Lake Park), according to the Plat thereof, on file in the Office of Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 15 and 23.

Parcel 2:

Lots 9, 10, 11 and 12, and the West 76.70 feet of Lots 35, 36, 37 and 38, all in Block 114, Kelsey City (now known as Lake Park), according to the Plat thereof as recorded in Plat Book 8, Page 23, less that portion conveyed for road right-of-way described in Deed Book 803, Page 223, and Deed Book 803, Page 305, Public Records of Palm Beach County,

Florida.

Parcel 3:

The East 210 feet of Lots 35, 36, 37 & 38, Block 114, Lake Park (formerly Kelsey City), according to the Plat thereof, on file in the Office of the Clerk of Circuit Court, in and for Palm Beach County, Florida, recoded in Plat Book 8, Pages 15 and 23.

Parcel 4:

Lots 1 to 8, both inclusive, Block 114, less the West 20 feet thereof for road right-of-way, and the West 108 feet of Lots 39 to 46, both inclusive, Block 114, Kelsey City (now known as Lake Park), according to the plat thereof on file in the Office of the Clerk of Circuit court in and for Palm Beach County, Florida, recorded in Plat Book 8, Pages 15 and 23.

Parcel 5:

Lots 39, 40, 41, 42, 43, 44, 45 and 46, Block 114, less the west 108 feet thereof Kelsey City, according to the plat thereof, on file in the Office of the Clerk of Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23.

Said lands lying in the Town of Lake Park, Palm Beach County, Florida and containing total net area of 121,041 square feet (2.779 acres), more or less (the "**Property**").

5. **Association's Maintenance Responsibilities.** Association shall maintain, or cause to be maintained by contractor(s) of Association's choosing, the Landscape Improvements within the Maintenance Area according to the standards set forth below:

5.1 **Landscaping.** The landscaping, planting beds, trees, turf areas and irrigation system within the Maintenance Area shall be maintained by Association, regardless if the said improvement was made by the Town or Association, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, pruning, litter pickup, necessary replanting, and irrigation system repair, in compliance with the following requirements. Association shall maintain Landscape Improvements as necessary or reasonably appropriate to keep the Landscape Improvements in substantially the same or better conditions as when originally installed.

a. **Watering Requirements.** Plant materials shall be watered to provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes. Irrigation systems shall be operated in accordance with Chapter 34, Article III of the Town Code.

b. **Integrated Plant Management Fertilization.** Association shall perform an assessment of each planting area's soil periodically to determine the nutrient levels and need for fertilization. Palms, shrubs, trees and turf areas should be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. All fertilizing of plant material shall comply with Chapter 32, Article IV of the Town Code.

c. **Mulching.** Association shall mulch planting beds in such a manner as to: prevent weed growth; retain moisture to the plants; protect against soil erosion and nutrient

loss; maintain a more uniform soil temperature; and improve the appearance of the planting beds. Association shall avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. In accordance with Section 78-253 of the Town Code, Association shall install in all tree and shrub beds at least two inches of mulch. Mulch shall be temporarily applied to areas not immediately covered by ground cover. Where mulch is intended to be installed permanently, it shall be renewed and maintained at three inches of depth. Mulch shall be thoroughly wet at the time of application to prevent wind displacement.

d. Pruning. All pruning and tree trimming shall be performed in accordance with Section 78-254 (d) of the Town Code and according to American National Standard Institute ANSI A300 standards, and shall be supervised by a certified arborist. Association shall ensure that pruning is carried out with consideration for the health and natural growth of plant materials and to maintain clear visibility for motorist and bicyclist, vertical clearance for pedestrians, bicyclist, and truck traffic where applicable, and to prevent potential roadway hazards. Landscaping within a visibility triangle shall be pruned in compliance Sections 78-254 (d) (5) and Section 34-7 of the Town Code.

e. Staking and Guying. All staking materials, except for replacements, shall be removed by the earlier of the expiration of any applicable warranty period or one year from installation. Staking and guying attachment materials shall be securely fastened and closely monitored so that they do not create public hazards.

f. Turf Mowing. All grassed areas shall be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape.

g. Weeding/Herbicide. All planting areas shall be maintained as weed free as reasonably practicable, by maintaining proper mulch levels. Any damage resulting from chemical herbicide overspray onto plant materials shall be remedied by Association by restoration of the plantings to the Approved Plans.

h. Plant Replacement. Plant replacement shall be substantially the same species, specification, size and quality, provided under the Approved Plans. Should it become necessary to change the species, then prior to any replacement, Association shall submit the proposed species to be substituted to the Community Development Department. Any such change shall be subject to its reasonable approval.

5.2 Irrigation System. Irrigation systems shall be operated in accordance with Chapter 34, Article III of the Town Code. Association shall use commercially reasonable efforts to ensure there is no roadway overspray from the irrigation system during high traffic period, shall operate the system in compliance with Chapter 34, Article III of the Town Code, and shall adhere to any mandated water restrictions. To ensure water conservation, the irrigation system shall be monitored for water leaks and the rain sensors regularly checked to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall. All utility costs associated with the irrigation systems, including the on-going cost of water, shall be the responsibility of the Association.

5.3 **Utilities.** All costs associated with the utilities associated with the irrigation systems, including the on-going cost of water, are Association's responsibility.

5.4 **Sidewalk and Hardscape.** The portion of the sidewalk, with specialty surfacing and/or pavers, and any hardscape and planters within the Maintenance Area shall be maintained and repaired as necessary so that such areas do not become a safety hazard. If the sidewalk/hardscape becomes damaged and requires replacement, it shall be replaced with substantially the same type and specifications as shown on the Approved Plans. Association shall provide maintenance, and repair or replace any portion of the curb and sidewalk in the Maintenance Area which is lifted, cracked or damages due to roots extending from the Landscape Improvements as necessary to prevent a safety hazard and to maintain the aesthetics.

5.5 **Tree Grates.** If tree grates are required under the Approved Plans or are provided, the Association shall maintain all tree grates in such a manner as to prevent any potential tripping hazards and protect damage to the tree grates and trees. If the tree grate(s) becomes damaged, grates shall be replaced with the same type and specifications as originally approved.

5.6 **Landscape Lighting.** Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture so the same shall not become a safety hazards. If the lighting fixtures and system become damaged and require replacement, they shall be replaced with substantially the same type and specification identified in the Approved Plans.

5.7 **Streetscape Furniture and Enhancements.** Association shall maintain and repair, or if necessary, replace, any bike racks, garbage cans, or other street furniture or enhancements installed in the Maintenance Area by Town as of the date of this Agreement, or by Association as part of the Landscape Improvements, so the same shall not become a safety hazard and to maintain the aesthetics. Replacement items shall comply with the Approved Plans.

5.8 **Litter.** Association shall keep the Maintenance Area reasonably free from litter, and shall be responsible for collecting the garbage from the garbage cans installed within the Maintenance Area.

5.9 **Standard of Maintenance.** The Association shall provide maintenance and operation services in a diligent, careful and thorough manner consistent with good property management practice. Any of the foregoing standards requiring the prevention of a hazard shall refer to a hazard caused by the Association's failure to properly maintain the applicable Landscape Improvements in accordance with good property management practice.

5.10 **Compliance with Laws.** In performing its maintenance and repair obligations, the Association shall promptly comply with the applicable statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies; however the Association shall not be required to install any additional Landscape Improvements within the Maintenance Area. Furthermore, Association shall secure any applicable local, state, or federal permits necessary for the fulfillment of its obligations herein.

6. **Failure to Maintain.** If at any time it is determined by the Town that Association is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the Town may, at its option, issue a written notice to Association of each deficient maintenance. If

Association does not correct and improve such deficient maintenance within thirty (30) calendar days of receipt of the Town's written notice (the “**Cure Period**”), the Town may declare Association to be in breach of this Agreement and may cause such deficiencies to be corrected and, in addition to any other rights and remedies it may have, the Town may make any necessary corrections or improvements and bill Association for the actual documented costs of such correction, plus a reasonable administrative fee, not to exceed 15% of the documented costs. Association shall then remit to the Town the amount so billed within thirty (30) calendar days of Association's receipt of such bill. However, if Association has commenced the appropriate actions to cure the violation within the Cure Period and thereafter diligently continues to pursue the cure of the violation, then the Cure Period shall be extended for so long as reasonably necessary to cure such violation given the nature or the violation and other factors not within Association's direct control. Notwithstanding the foregoing, Association acknowledges that, in the event of a failure to cure the violation, or after more than one (1) uncured violation in a calendar year, or a series of uncured violations for failure to maintain the Landscape Improvements over several years, the Town reserves the right, following the applicable notice and Cure Period, to remove the Landscape Improvements within the right-of-way and charge the Association the reasonable costs of such removal.

7. **Town Agreement with FDOT.** Association hereby acknowledges that the Town is entering into that certain Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement, dated _____, 2024, with the Florida Department of Transportation (the “**FDOT Memorandum**”), a copy of which is attached hereto as Exhibit B. Association hereby agrees to perform, at Association’s sole cost and expense, any and all obligations of the Town pursuant to the FDOT Memorandum. Association shall be fully responsible to perform any and all of the installation and maintenance obligations of the Town throughout the duration of the FDOT Memorandum.

8. **Future ROW Landscape Improvements.** Association acknowledges and agrees that the Town reserves authority over the roads and rights-of-way owned and maintained by the Town and that it has the right to make such changes to the configuration and traffic pattern of the roads and/or rights of way within the Maintenance Area as it deems appropriate. Association understands and agrees that Landscape Improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future, as determined to be necessary by the Town. Association shall be given not less than sixty (60) calendar days notice to remove any of the said Landscape Improvements at the Association's expense. In the event the Town makes changes to the configuration or traffic pattern of the rights of way within the Maintenance Area, or makes any improvements in the Maintenance Area, the Town shall have no liability to Association for any damage that may occur to the Landscape Improvements in the Maintenance Area.

9. **Association's Additional Landscape Improvements.** Association shall not make any additional improvements in the Maintenance Area unless the plans for such additional improvements have been previously approved in writing by the Town.

10. **Town's Responsibilities.**

10.1 The Town shall be responsible for the maintenance, repair, and replacement, as needed, of its rights-of-ways and roadways, curbs, concrete sidewalks and any other public

improvements within the Maintenance Area which are not the Association's express obligation to maintain, repair or replace under this Agreement.

10.2 The Town shall be responsible, and shall promptly reimburse Association, for any maintenance, repair, or replacement costs arising from damage to the Landscape Improvements to the extent such damage is caused by the negligent or intentional acts or omissions of the Town or its authorized agents, employees, contractors, subcontractors, successors, or assigns.

11. **Term.**

11.1 This term of this Agreement shall be in perpetuity and any subsequent amendments to this Agreement shall be in writing and executed by both parties, and shall only expire in the event that the Landscape Improvements are removed. Should any portion of the Landscape Improvements be removed, this Agreement, and the Association's obligations hereunder with respect to such portion, shall be deemed terminated as to the removed Landscape Improvements but shall remain in full force and effect as to any remaining Landscape Improvements unless otherwise terminated.

11.2 Notwithstanding anything to the contrary, the Town may unilaterally elect to terminate this Agreement for convenience by giving thirty (30) days' prior written notice to Association. Upon such termination, the Association shall be released from its obligations under this Agreement, and this Agreement shall be deemed terminated.

11.3 The termination of this Agreement shall not modify any approvals or other rights of the Association or any other third party unless (a) such approvals or rights were conditioned on the Association's compliance with this Agreement and (b) this Agreement was terminated by the Town due to a breach of this Agreement which was not cured within the Cure Period.

12. **Insurance.**

12.1 Association shall, upon the completion of the Landscape Improvements and issuance of a Certificate of Occupancy from the Town for the Project, maintain from a company or companies lawfully authorized to do business in Florida, such insurance to protect the Town from claims which may arise out of the installation of Landscape Improvements in the right-of-way and/or Association's failure to maintain the Maintenance Area in accordance with this Agreement, or by a contractor, subcontractor, agents, or employees of Association, or by anyone directly or indirectly employed by Association or by anyone for whose acts Association may be liable.

12.2 The insurance required shall be written for not less than the following limits of liability, adjusted every five (5) years to ensure coverages in the present-day equivalent coverages amounts shown below. Coverages shall be maintained without interruption from the effective date of this Agreement until the termination or expiration of this Agreement. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

12.3 Association shall maintain the following minimum insurance coverages for the Maintenance Area.

a. **Commercial General Liability:** Commercial general liability insurance with limits not less than \$1,000,000.00 Combined Single Limit per each occurrence and

b. **\$2,000,000.00 aggregate, for bodily injury.** May not be subject to a self-insured retention or deductible exceeding \$50,000.00.

12.4 **Additional Insured.** The “Town of Lake Park, its commissioners, officers and employees” shall be named as additional insureds on all insurance policies..

12.5 **Certificate of Insurance.** Association shall annually furnish proof of the required insurance to the Town's Risk Manager. To be acceptable to the Town, each insurance certificate shall name the Town as an additional insured and should contain a clause substantially as follows:

“Should the above-described policies be canceled, not renewed, or materially modified before the expiration date, the issuing insurance company will mail thirty (30) days' written notice to the Risk Manager of the Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403.”

12.6 The Town shall continue to maintain its current insurance policies unless the Town Commission should determine otherwise during the term of this Agreement.

13. **Bonds.**

13.1 **Performance Bond.** In the event any contract for work within the Maintenance Area is \$200,000 or more, Association shall cause its contractor(s) to provide, on forms acceptable to the Town, a one hundred percent (100%) performance bond(s) in an amount not less than the total contract price by a surety company acceptable to Town, and which names the Town as a co-obligee under the bond.

13.2 **Payment Bond.** In the event any contract for work within the Maintenance Area is \$200,000 or more, Association shall cause its contractor(s) to provide, on forms acceptable to the Town, a one hundred percent (100%) payment bond in an amount not less than the total contract price covering payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying such contractor with labor, materials, or supplies, used directly or indirectly in the work provided for in the contract, by a surety company acceptable to the Town, and which names the Town as a co-obligee under the bond.

13.3 **Recording of Bonds.** Association shall cause its contractor(s) to record the required bonds in the public records of Palm Beach County and Association shall provide certified copies of the recorded bonds to Town not more than ten (10) days from commencement of any work within the Maintenance Area with a contract value of \$200,000 or more.

13.4 **Bond Requirements.** Notwithstanding anything to the contrary contained herein, the bonding requirements set forth in this Section 12 shall not apply to any Landscape Improvements being installed in connection with the Project; rather, these bonding requirements, if applicable, shall only apply to work within the Maintenance Area in the future, that is, after the

Landscape Improvements have been installed in connection with the Project and after the Town has issued a Certificate of Occupancy for the Project.

14. **Notice of Claims.** In the event Association is notified in writing of any third-party claim for damages related to the Maintenance Area, Association shall provide written notice of such claim with all related facts and documents in Association's knowledge or possession, to the Town, within ten (10) calendar days of Association's receipt of written notice of such claim.

15. **Indemnification.** Association shall indemnify and hold harmless the Town and its elected and appointed officials, employees and agents (the "Indemnified Parties") from all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Association, its contractors, employees and agents, and any other persons directly or indirectly employed or utilized by Association in the performance of its maintenance obligations under this Agreement. Association agrees to pay all such claims and losses and shall defend all such suits, in the name of the Indemnified Parties, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section shall not be construed to require Association to indemnify the Indemnified Parties against the consequences of their own negligence, or intentional acts or omissions. Association and Town specifically agree that any contractual liability of Town to Association under this Agreement shall be limited to the same amounts established in Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

16. **Association's Additional Responsibilities.**

16.1 **Claims.** In the event of any third-party claims for damages related to the Maintenance Area, Association shall immediately provide written notice of such claim with all related facts and documents to the Town.

16.2 **Permits.** Association shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

16.3 **Flow of Traffic.** Should Association need to restrict the flow of traffic on the roadways near the Maintenance Area in order to perform its maintenance obligations, Association shall comply with the applicable governmental requirements related to restricting the normal flow of traffic.

16.4 **E-Verify.** Association, and its contractors, shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Association to provide work in connection with the Maintenance Area during the term of this Agreement and to expressly require any contractors performing maintenance services pursuant to this Agreement to utilize the E-Verify system to verify the employment eligibility of new employees.

16.5 **Compliance with Law.** Association shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement.

17. **No Interest or Estate.** Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in Association any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement.

18. **No Third Party Beneficiaries.** No person or entity other than the parties to this Agreement shall be deemed a beneficiary of this Agreement.

19. **Covenant Running with the Land; Recording.** Association's responsibilities under this Agreement shall be a covenant running with the land, and shall be binding upon and inure to the benefit of Association's successors and/or assigns in title to the Property. Upon Association's transfer of fee title to the Property, such successor-in-title shall be deemed to have automatically assumed Association's obligations under this Agreement and Association shall be released from all further obligation and liability under this Agreement. Town may record this Agreement in the Public Records of Palm Beach County indexed to the Property. This Agreement may only be assigned upon prior approval by the Town.

20. **Notices.** Any notice given under this Agreement shall be in writing and sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this paragraph. For the present, the parties designate the following as the respected places for giving of notice:

To the City: Town of Lake Park
Attn: Town Manager
Town Hall
535 Park Avenue
Lake Park, Florida 33403

With Copy to: Town Attorney
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

To Association: Nautilus 220 Condominium Association,
Inc.
11231 US Highway 1 Suite 354
North Palm Beach, Florida 33408

With Copy to: Saul Ewing LLP
701 Brickell Avenue, 17th Floor
Miami, FL 33131
Attn: Anthony Kang, Esq.

21. **Public Records.** The Association shall keep and maintain all plans, drawings, construction documents, technical specifications, specifications, correspondence, computer files, emails, and/or reports prepared with respect to the maintenance of the Landscape Improvements in the Maintenance Area. Any request to inspect or copy public records relating to the maintenance of the Maintenance Area shall be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Association of the request, and the Association shall provide the records to the Town or allow the records to be copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town. The Association shall ensure that public records that the Town has previously informed the Association are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of Town facilities and systems and once so designated, shall not be disclosed by Association, except as authorized by law and specifically authorized by Town. Upon expiration or termination of this Agreement, the Association shall transfer, at no cost, to the Town all public records in possession of Association related to the maintenance of the Landscape Improvements in the Maintenance Area. Association shall destroy any duplicate public records that the Town has designated as exempt or confidential and exempt from public records disclosure requirements. Failure of the Association to provide public records to the Town within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of this Agreement by the Town, in addition to any other remedies available under this Agreement or by law.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk Town of Lake Park
 535 Park Avenue
 Lake Park, FL 33403
 561-881-3311
TownClerk@lakeparkflorida.gov

22. **Non-discrimination.** Association shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.

23. **Non-Binding Mediation.** Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.

24. **Governing Law; Jurisdiction; Venue; Litigation.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties hereby irrevocably submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, for state law claims, or the Southern District of Florida, for any federal claims. The Association agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

25. **Severability.** Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

26. **Waiver.** No delay or failure on the part of the Town to exercise any right or remedy occurring to the Town upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the Town from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the Town shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

27. **Estoppel Certificate.** Town agrees, within fifteen (15) days after request by Association, to execute, acknowledge and deliver to Association or to any prospective purchaser, assignee or mortgagee designated by Association, a certificate stating: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified, and identifying the modification agreements); (ii) whether or not there is an existing default by Association under this Agreement of which the Town has knowledge, and if there is any such default, specifying the nature and extent thereof; (iii) whether or not there are any defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Town; and (iv) such other matters concerning the status of this Agreement or the performance by Association of its obligations hereunder as shall be reasonably requested.

28. **Entire Agreement.** This Agreement and any exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Improvement & Maintenance Agreement as of the date executed by the Town, which shall execute last.

Witness: Nautilus 220 Condominium Association, Inc.,
a Florida not for profit corporation

By: _____ By: _____
Farid Jazouli, Vice President

Print Name: _____ Date: _____

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged, sworn and subscribed before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2024, by Farid Jazouli, who [] is personally known to me or [] has produced a _____ as identification.

[SEAL]

Notary Public

ATTEST:

TOWN OF LAKE PARK

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A
(MAINTENANCE AREA)

EXHIBIT B

(FDOT LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 04, 2024

Agenda Item No.

Agenda Title: Resolution of the Town Commission of the Town of Lake Park Authorizing and Directing the Mayor to Execute a Grant Agreement Between the Town of Lake Park and the State of Florida, Department of State, Division of Historical Resources (Division), for a Small Matching Grant for Design Services Related to Building Preservation and Compliance Improvements to Lake Park Town Hall.

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

Approved by Town Manager **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.08.30 08:57:01 -04'00'

Name/Title: Prepared by John Wille – Capital Projects

Originating Department: Public Works	Costs: \$ 15,281.00 Funding Source: Discretionary Funds Acct. # <input type="checkbox"/> Finance <u>301-521-301-63100</u> <small>Digitally signed by Barbara A. Gould DN: cn=Barbara A. Gould, o=Town of Lake Park, ou=Finance Dept, email=bgould@lakeparkflorida.gov, c=US Date: 2024.08.30 09:43:01 -04'00'</small>	Attachments: 1) Resolution for Execution of Grant Agreement 2) Building Preservation Grant Agreement # 25.h.sm.100.077
Advertised: Date: N/a Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The Lake Park Town Hall is the operations center for the Town of Lake Park. The Town Hall building houses the Town's Administration services, the Town Clerk, the Community Development office, the Finance Department, the Events office and the Town's Commission Chambers. Additionally, the 3rd Floor includes the Mirror Ballroom, which is used for events ranging from official town meetings to wedding ceremonies.

Over the past several years the Town Hall has seen various historic preservation projects designed to repair and harden the exterior façade of this historic building. There are a few remaining building components that need to be preservation work. If awarded this grant opportunity, the Town will use the grant funds for design and construction to address those remaining building preservation needs.

Upon receipt of grant funding, the Town will look to develop design plans for the preservation construction projects.

The architectural modifications that are to be included in this design effort shall include:

- Replacement of two (2) existing exterior doors at the rear of the building. One door leads to the Commission Chambers room and the other to the Town's Public Information office
The doors are in disrepair, but were not included in previous preservation projects to do budget limitations.
- Change the glass work in an existing architectural window feature to Impact Rated Glass. With the completion of this fix-glass window change out, all of the building windows will have been hardened to Impact Rated exterior glass.
- Add Awning over door entry at west side of building. This entry is the most used entry to the building; it is adjacent to the parking lot and is the most convenient entry point for patrons looking to visit or conduct business at Town Hall.
The Door entry is not covered and is exposed to the elements. The awning will provide a somewhat protected area just outside the side door entry allowing for some protection for those entering or leaving the building.
- Construction of ADA accessible sidewalks, landings and ramps for the rear entry of the Commission Chambers area. Currently the commission chambers rear access does not provide an accessible route in or out of the access point. This new concrete work will provide the required and necessary access route that will bring this building entry point into compliance with federal access regulations.

This Grant Agreement in the amount of \$15,281 and requires an equal match amount by the Town, providing a total of \$30,562.00 for design services related to the needed Town Hall preservation and compliance improvements.

The Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Division of Historical Resources.
The Town Manager recommends authorization.

Recommended Motion:

I move to adopt Resolution _____

RESOLUTION 62-09-24

A RESOLUTION AUTHORIZING AND DIRECTING THE-MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES (DIVISION), FOR A SMALL MATCHING GRANT FOR DESIGN SERVICES RELATED TO BUILDING PRESERVATION AND COMPLIANCE IMPROVEMENTS TO THE LAKE PARK TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town has previously determined there is a need to restore and preserve the Town Hall building structure; and

WHEREAS, the Town, in pursuit of funding for required preservation work at Town Hall applied for grant funding through the Division of Historical Resources; and

WHEREAS, in June of 2024, the State of Florida, Department of State, Division of Historical Resources notified the Town of Lake Park of an approved grant award in the amount of \$15,281 with an equal match amount for the Town, for Design Services required for preservation and compliance improvements to the Lake Park Town Hall; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a grant agreement with the Division of Historical Resources for this design services funding.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute a grant agreement with the State of Florida, Department of State, Division of Historical Resources. A copy of the agreement is attached hereto.

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

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park
25.h.sm.100.077**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 25.h.sm.100.077 for the Project "Building Preservation And Compliance Improvements To Lake Park Town Hall," in the amount of \$15,281 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3226, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Building Preservation And Compliance Improvements To Lake Park Town Hall," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to procure architectural/engineering services to produce 100% construction documents, including as built drawings with elevations, for the restoration of the Lake Park Town Hall. Grant funds will also be used for grant administration and the preparation of a Florida Master Site File form for the building.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the professional architect/engineer's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of the professional architect/engineer's credentials; One (1) digital copy of the project timeline.	\$3,820
2	Fixed Price	Submit a copy of the completed as built drawings with elevations to the Division for review and approval.	One (1) digital copy of the completed as built drawings with elevations.	\$3,820

3	Fixed Price	Submit a copy of the 50% complete construction documents to the Division for review and approval.	One (1) digital copy of 50% complete construction documents.	\$3,820
4	Fixed Price	Submit a copy of the 100% complete construction documents and a completed Florida Master Site File form for the building, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the 100% complete construction drawings; One (1) digital copy of the completed Florida Master site File form; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$3,821
Totals				\$15,281

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Alexa Wilson
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6372
Email: Alexa.Wilson@dos.myflorida.com

For the Grantee:

Contact: John Wille

Address: 535 Park Avenue Lake Park Florida 33403

Phone: 561.881.3345

Email: jwille@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
- a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of

disbursement.

- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Planning Projects.

- a) The Grantee shall submit planning project contracts to the Division for review and approval prior to execution
- b) For planning projects, the Grantee shall follow the planning documents as outlined in the guidelines found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>.

10. Credit Line(s) to Acknowledge Grant Funding.

Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds.

The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the

encumbrance deadline indicated above.

- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

- a) Total Compensation Paid to Non-Profit Personnel Report:

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled “Total Compensation Paid to Non-Profit Personnel Using State Funds” which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

“State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- b) **First Project Progress Report** is due by October 31, for the period ending September 30.
- c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
- d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
- e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the

Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretarystandards-treatment-historic-properties> or applicable industry standards;
 - g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;

- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs;
- o) Capital improvements to property;
- p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Planning for accessibility improvements for Religious Properties;
- r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- s) Equipment
 1. Purchase of all equipment directly or indirectly related to the project is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools, unless specific prior approval has been granted by the Division
 2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental

in the region Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

- t) Supplies that will not be consumed in use during the duration of this project;
- u) Maintenance of boats, cars, trailers or other vehicles;
- v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
- a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
 - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the

hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.

- c) All costs are required to be reconciled using the “Expenditure Log” in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

- 27. Availability of State Funds.** The State of Florida’s performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 28. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 29. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee’s subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be “independent contractors” and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State’s agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement,

including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 32. No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
 - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
 - c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions.

The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

- 39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 40. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- 45. Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.
- 46. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Alissa Lotane, Division Director

Date

Grantee:

By:

Authorizing Official for the Grantee

Typed name and title

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Project management work for the development of RFP packages for design and construction	\$370	\$370	\$0
Architecture design plans and specs	\$14,911	\$14,911	\$0
Totals	\$15,281	\$15,281	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.
 2. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$15,281

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2nd READING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____ Date: _____

Anders Viane / Planner
Name/Title

<p>Originating Department: Community Development</p>	<p>Costs: \$ Legal Review Funding Source: Legal Acct: #108 <input type="checkbox"/> Finance</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • ORDINANCE 08-2024 V2 • FSS 316.2065 • FSS 316.2128 • FSS 316.212 • FSS 320.01 • PBSO Informational Flier on LSVs • Mobility Plan Map • Complete Streets from Mobility Plan
<p>Advertised:</p>		<p>Yes I have notified everyone AV or</p>

<p>Date: July 28, 2024 Paper: Palm Beach Post <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Not applicable in this case Please initial one.</p>
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Summary Explanation/Background:

This ordinance is being brought forward based on the recommendation of Palm Beach County Sherriff’s office to formalize procedures relating to golf carts, low speed vehicles, and micromobility devices and in accordance with the Town’s Comprehensive Plan mobility policies. Currently, State Statute regulates the device specifications of golf carts, low speed vehicles, and micromobility devices and where they can operate, but Lake Park has not utilized the State’s regulatory framework until now. This has meant that these devices were previously operating in a “gray area.” To provide greater procedural clarity to our partners in law enforcement and to promote the usage of these types of mobility devices, Staff is proposing adding new language to Chapter 30, Traffic and Motor Vehicles. The new regulatory language mirrors the State’s in defining golf carts, low speed vehicles, and micromobility devices and how they may be operated. This ordinance has received input from the Palm Beach County Sherriff’s Office as well as the Town Attorney’s office on enforcement and legal matters.

Additionally, the ordinance contemplates integration with the Town’s mobility plan, specifying which types of vehicles may utilize the multimodal pathways envisioned by the mobility plan. Staff is strongly in favor of creating this framework for the safe and lawful operation of multimodal transit options in accordance with our mobility plan and comprehensive plan mobility goals. See 4.5.6, Objective 2, Policy 2.5 below:

“The Town shall evaluate developing complete street policies identified in the Mobility Plan into it’s land development regulations. These land development regulations would address the anticipated users of roads, including pedestrians, bicyclists, transit, motorists. The land development regulations shall evaluate appropriate designs of roadway cross- sections based upon mobility and accessibility needs.”

See also, 4.5.6, Objective 9, Policy 9.4:

“The Town shall evaluate allowing the use of micro transit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators.”

Finally, since this ordinance is amending Chapter 30, some housekeeping elements were added to Section 30-35, further refining the definition of “high-capacity passenger van or work van,” in response to issues which arose in the interpretation of this definition. The new definition is designed to eliminate any ambiguity.

2nd Reading Update

Following this ordinance’s first reading, updates were made to subsection 30-6. (a), providing a definition for multimodal pathways (also referred to as multimodal ways in the Town’s mobility plan), elaborating on their intended use and referring to the definition established for them under the Complete Streets section of the Multimodal Project portion of the mobility plan. Where the

mobility plan is referenced, the reference has been updated to specify the October 26, 2023 Revision, which is the adopted version of the 2045 Lake Park Mobility Plan.

September 4 Updates

Pursuant to feedback from the Town Commission at the August 21 meeting, staff has further clarified when a golf cart may operate on the sidewalk and noted the license, registration, and insurance requirements for Golf Carts and Low Speed Vehicles is subject to state law.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 08-2024 on second reading.

ORDINANCE NO. 08-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 30, ARTICLE I TO CREATE A NEW SECTION 30-6 PERTAINING TO THE OPERATION OF MICROMOBILITY DEVICES, GOLF CARTS, LOW SPEED VEHICLES, AND MOTORIZED SCOOTERS; PROVIDING FOR THE AMENDMENT OF CHAPTER 30, ARTICLE II SECTION 30-35 PERTAINING TO HIGH-CAPACITY PASSENGER OR WORK VANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town's Community Development Department has created a new Chapter 30, Article I, Section 30-6 of the Town Code providing for definitions, and regulations pertaining to the operation of low speed vehicles, micromobility devices, motorized scooters, and golf carts within the Town and recommends the adoption of the same; and

WHEREAS, the Community Development Department recommends amendments to Chapter 30, Article II, Section 30-35 of the Town Code to provide for an updated definition for high-capacity passenger van or work van; and

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

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

Section 2. Chapter 30, Article I, Section 30-6 is hereby created to read as follows:

(...)

Sec. 30-6. Low Speed Vehicles, Micromobility Devices, Motorized Scooters, and Golf Carts.

- (a) Definitions. The following terms when used herein shall have the meanings defined below.

Golf Cart means a motor vehicle as defined in F.S. 320.01 (22), as amended, that is built for operation on golf courses or for traveling short distances that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle means a motor vehicle as defined in F.S. 320.01, as amended, that is capable of reaching speeds of at least 20 miles per hour, but not greater than 25 miles per hour.

Micromobility Device means any motorized transportation device as defined by F.S. 316.003 (41) made available for private use by reservation through online application or software for point-to-point trips and which is not capable of exceeding speeds of 20 miles per hour. This term shall include motorized scooters.

Motorized Scooter is a type of micromobility device and means any vehicle or micromobility device, as defined by F.S. 316.003 (48), that is powered by a motor, with or without a seat, designed to travel on not more than three wheels, and which is not capable of speeds greater than 20 miles per hour.

Multimodal Pathway or Multimodal Way is a type of shared use path intended to be used by micromobility devices, bikes, and scooters, and in some cases golf carts as identified in the 2045 Lake Park Mobility Plan map and further defined in the graphic of the Complete Streets section under Multimodal Projects.

Right of way means any public or private right of way, town, county, state or federal improved road.

- (b) Operation of Low Speed Vehicles and Golf Carts.

(1) In accordance with F.S. 316.212 golf carts and low speed vehicles may be operated on private properties and right of ways (except sidewalks unless constructed as an approved multimodal pathway at least 8 feet in width) within the Town of Lake Park subject to the posted speed. Golf carts may be operated within the town's rights of way in accordance with the posted speed

limits not exceeding 25 miles per hour. Low speed vehicles shall be permitted on rights of way with posted speed limits not exceeding 35 miles per hour. Golf carts may be operated on the Town's multi-modal pathways, as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour. Low speed vehicles may not be operated on multi-modal pathways.

- (2) All golf carts shall be equipped with headlights, brake lights, turn signals, two round red reflectors of a minimum of three inches in diameter affixed to the rear of the golf cart within six inches of each side edge, and a windshield.
- (3) All low speed vehicles shall be equipped with headlamps, stop lamps, turn signal lamps, taillights, reflectors, parking brakes, mirrors, windshields, seat belts, and VINs.
- (4) All golf carts and low speed vehicles operated within the Town shall comply with applicable state statutes pertaining to the operation of golf carts and low speed vehicles. Any violation of applicable state statutes shall be a violation of this article. Golf cart and low speed vehicles shall comply with all applicable local and state traffic laws and operators may be issued citations or traffic or moving violations.
- (5) Golf carts and low speed vehicles may only be operated by individuals in accordance with state law, including licensing, registration, and insurance. Low speed vehicles may be operated by individuals possessing a valid driver's license. License, registration, and insurance requirements for golf carts and low speed vehicles must be in accordance with state law.

(c) Operation of Micromobility Devices and Motorized Scooters.

- (1) In accordance with F.S. 316.2128, micromobility devices and motorized scooters shall not be required to have a driver's license to operate. Users under 16 years of age are required to wear a helmet. Micromobility devices and motorized scooters shall comply with all the requirements applicable to bicycles established under F.S. 316.2065, except as exempted. Motorized scooters and micromobility devices may be operated within Town limits on sidewalks, bike lanes, and multi-modal pathways as established by the October 26, 2023 Revision of the 2045 Lake Park Mobility Plan and where posted signage allows, at speeds not exceeding 15 miles per hour.

(d) Enforcement of Provisions.

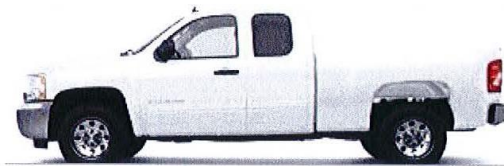
- (1) The Town's Law Enforcement provider shall enforce the provisions contained within this article.

Secs. 30-76—30-30. Reserved.

Section 3. Chapter 30, Article II, Section 30-35 is amended as follows:

Sec. 30-35. Parking of commercial vehicles in residential districts.

(...)



High-capacity passenger van or work van. A high-capacity passenger van means a vehicle with normal carrying passenger capacity of more than seven passengers, used to carry passengers, with a linear non-varying roofline, from front to back, extending over the passenger area and a glass area along the side of the van enabling passenger visibility. A work van is means a vehicle that is used to store work materials and rooftop cargo, with a linear non-varying roofline, from front to back except for the rooftop cargo, extending the entire length of the vehicle and a possible side entrance door to access materials. Example (for illustrative purposes only):



(...)

Secs. 30-36—30-60. Reserved.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This ordinance shall take effect immediately upon execution.

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The 2024 Florida Statutes

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2065 Bicycle regulations.—**

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto unless the bicycle was designed by the manufacturer to be ridden without a seat.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. [318.18](#). The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) A person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing must ride in the bicycle lane or, if there is no bicycle lane on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) A person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6)(a) Persons riding bicycles upon a roadway or in a bicycle lane may not ride more than two abreast except on a bicycle path. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and must ride within a single lane. Where bicycle lanes exist, persons riding bicycles may ride two abreast if both are able to remain within the bicycle lane. If the bicycle lane is too narrow to allow two persons riding bicycles to ride two abreast, the persons must ride single-file and within the bicycle lane. On roads that contain a substandard-width lane as defined in subparagraph (5)(a)3., persons riding bicycles may temporarily ride two abreast only to avoid hazards in the roadway or to overtake another person riding a bicycle.

(b) When stopping at a stop sign, persons riding bicycles in groups, after coming to a full stop and obeying all traffic laws, may proceed through the stop sign in a group of 10 or fewer at a time. Motor vehicle operators must allow one such group to travel through the intersection before moving forward.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3) (e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a person who violates this section commits a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. ~~334.03~~. However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69; s. 1, ch. 2021-20; s. 5, ch. 2021-180.

Note.—Former s. 316.111.

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[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)**316.2128 Micromobility devices, motorized scooters, and miniature motorcycles; requirements.—**

(1) The operator of a motorized scooter or micromobility device has all of the rights and duties applicable to the rider of a bicycle under s. [316.2065](#), except the duties imposed by s. [316.2065\(2\)](#), (3)(b), and (3)(c), which by their nature do not apply. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. [316.008](#), from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

(2) A motorized scooter or micromobility device is not required to satisfy the registration and insurance requirements of s. [320.02](#) or the licensing requirements of s. [316.605](#).

(3) A person is not required to have a driver license to operate a motorized scooter or micromobility device.

(4) A person who offers motorized scooters or micromobility devices for hire is responsible for securing all such devices located in any area of the state where an active tropical storm or hurricane warning has been issued by the National Weather Service.

(5) A person who engages in the business of, serves in the capacity of, or acts as a commercial seller of miniature motorcycles in this state must prominently display at his or her place of business a notice that such vehicles are not legal to operate on public roads, may not be registered as motor vehicles, and may not be operated on sidewalks unless authorized by an ordinance enacted pursuant to s. [316.008\(7\)\(a\)](#) or s. [316.212\(8\)](#). The required notice must also appear in all forms of advertising offering miniature motorcycles for sale. The notice and a copy of this section must also be provided to a consumer prior to the consumer's purchasing or becoming obligated to purchase a miniature motorcycle.

(6) Any person selling or offering a miniature motorcycle for sale in violation of this section commits an unfair and deceptive trade practice as defined in part II of chapter 501.

History.—s. 16, ch. 2006-290; s. 27, ch. 2009-21; s. 47, ch. 2010-223; s. 11, ch. 2017-150; s. 3, ch. 2019-109.

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[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks, the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

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[Title XXIII](#)
MOTOR VEHICLES

[Chapter 320](#)
MOTOR VEHICLE LICENSES

[View Entire Chapter](#)

320.01 Definitions, general.—As used in the Florida Statutes, except as otherwise provided, the term:

(1) “Motor vehicle” means:

(a) An automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micromobility devices, personal delivery devices and mobile carriers as defined in s. [316.003](#), special mobile equipment as defined in s. [316.003](#), vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. [316.515](#), as that section may hereafter be amended. As defined below, the basic entities are:

1. The “travel trailer,” which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8½ feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The “camping trailer,” which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The “truck camper,” which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The “motor home,” which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. [316.515](#), is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The “private motor coach,” which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. [316.515](#)(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The “van conversion,” which is a vehicular unit which does not exceed the length and width limitations provided in s. [316.515](#), is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park

trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle’s rear axle.

(2)(a) “Mobile home” means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

(b) “Manufactured home” means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

(3) “Owner” means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise.

(4) “Trailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle.

(5) “Semitrailer” means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

(6) “Net weight” means the actual scale weight in pounds with complete catalog equipment.

(7) “Gross weight” means the net weight of a motor vehicle in pounds plus the weight of the load carried by it.

(8) “Cwt” means the weight per hundred pounds, or major fraction thereof, of a motor vehicle.

(9) “Truck” means any motor vehicle with a net vehicle weight of 5,000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(10) “Heavy truck” means any motor vehicle with a net vehicle weight of more than 5,000 pounds, which is registered on the basis of gross vehicle weight in accordance with s. [320.08\(4\)](#), and which is designed or used for the carriage of goods or designed or equipped with a connecting device for the purpose of drawing a trailer that is attached or coupled thereto by means of such connecting device and includes any such motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(11) “Truck tractor” means a motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semitrailer that is attached or coupled thereto by means of such fifth wheel and which has no provision for carrying loads independently.

(12) “Gross vehicle weight” means:

(a) For heavy trucks with a net weight of more than 5,000 pounds, but less than 8,000 pounds, the gross weight of the heavy truck. The gross vehicle weight is calculated by adding to the net weight of the heavy truck the weight of the load carried by it, which is the maximum gross weight as declared by the owner or person applying for registration.

(b) For heavy trucks with a net weight of 8,000 pounds or more, the gross weight of the heavy truck, including the gross weight of any trailer coupled thereto. The gross vehicle weight is calculated by adding to the gross weight of the heavy truck the gross weight of the trailer, which is the maximum gross weight as declared by the owner or person applying for registration.

(c) The gross weight of a truck tractor and semitrailer combination is calculated by adding to the net weight of the truck tractor the gross weight of the semitrailer, which is the maximum gross weight as declared by the owner or person applying for registration; such vehicles are together by means of a fifth-wheel arrangement whereby part of the weight of the semitrailer and load rests upon the truck tractor.

(13) "Passenger," or any abbreviation thereof, does not include a driver.

(14) "Private use" means the use of any vehicle which is not properly classified as a for-hire vehicle.

(15)(a) "For-hire vehicle" means any motor vehicle, when used for transporting persons or goods for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. When goods or passengers are transported for compensation in a motor vehicle outside a municipal corporation of this state, or when goods are transported in a motor vehicle not owned by the person owning the goods, such transportation is "for hire." The carriage of goods and other personal property in a motor vehicle by a corporation or association for its stockholders, shareholders, and members, cooperative or otherwise, is transportation "for hire."

(b) The following are not included in the term "for-hire vehicle": a motor vehicle used for transporting school children to and from school under contract with school officials; a hearse or ambulance when operated by a licensed embalmer or mortician or his or her agent or employee in this state; a motor vehicle used in the transportation of agricultural or horticultural products or in transporting agricultural or horticultural supplies direct to growers or the consumers of such supplies or to associations of such growers or consumers; a motor vehicle temporarily used by a farmer for the transportation of agricultural or horticultural products from any farm or grove to a packinghouse or to a point of shipment by a transportation company; or a motor vehicle not exceeding 1½ tons under contract with the Government of the United States to carry United States mail, provided such vehicle is not used for commercial purposes.

(16) "Road" means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

(17) "Brake horsepower" means the actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(18) "Department" means the Department of Highway Safety and Motor Vehicles.

(19)(a) "Registration period" means a period of 12 months or 24 months during which a motor vehicle or mobile home registration is valid.

(b) "Extended registration period" means a period of 24 months during which a motor vehicle or mobile home registration is valid.

(20) "Marine boat trailer dealer" means any person engaged in:

(a) The business of buying, selling, manufacturing, or dealing in trailers specifically designed to be drawn by another vehicle and used for the transportation on land of vessels, as defined in s. [327.02](#); or

(b) The offering or displaying of such trailers for sale.

(21) "Renewal period" means the period during which renewal of a motor vehicle registration or mobile home registration is required, as provided in s. [320.055](#).

(22) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(23) "International Registration Plan" means a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of fleet miles operated in various jurisdictions.

(24) “Apportionable vehicle” means any vehicle, except recreational vehicles, vehicles displaying restricted plates, city pickup and delivery vehicles, and government-owned vehicles, which is used or intended for use in two or more member jurisdictions that allocate or proportionally register vehicles and which is used for the transportation of persons for hire or is designed, used, or maintained primarily for the transportation of property and:

- (a) Is a power unit having a gross vehicle weight in excess of 26,000 pounds;
- (b) Is a power unit having three or more axles, regardless of weight; or
- (c) Is used in combination, when the weight of such combination exceeds 26,000 pounds gross vehicle weight.

Vehicles, or combinations thereof, having a gross vehicle weight of 26,000 pounds or less and two-axle vehicles may be proportionally registered.

(25) “Commercial motor vehicle” means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. [549.09\(1\)\(a\)](#), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(26) “Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an auticycle, as defined in s. [316.003](#), but excludes a tractor, a moped, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(27) “Moped” means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(28) “Interstate” means vehicle movement between or through two or more states.

(29) “Intrastate” means vehicle movement from one point within a state to another point within the same state.

(30) “Person” means and includes natural persons, corporations, copartnerships, firms, companies, agencies, or associations, singular or plural.

(31) “Registrant” means a person in whose name or names a vehicle is properly registered.

(32) “Motor carrier” means any person owning, controlling, operating, or managing any motor vehicle used to transport persons or property over any public highway.

(33) “Motorized disability access vehicle” means a vehicle designed primarily for handicapped individuals with normal upper body abilities and designed to be fueled by gasoline, travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(34) “Resident” means a person who has his or her principal place of domicile in this state for a period of more than 6 consecutive months, who has registered to vote in this state, who has made a statement of domicile pursuant to s. [222.17](#), or who has filed for homestead tax exemption on property in this state.

(35) “Nonresident” means a person who is not a resident.

(36) “Electric vehicle” means a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current.

(37) “Disabled motor vehicle” means any motor vehicle as defined in subsection (1) which is not operable under its own motive power, excluding a nondisabled trailer or semitrailer, or any motor vehicle that is unsafe for operation upon the highways of this state.

(38) “Replacement motor vehicle” means any motor vehicle as defined in subsection (1) under tow by a wrecker to the location of a disabled motor vehicle for the purpose of replacing the disabled motor vehicle, thereby permitting the transfer of the disabled motor vehicle’s operator, passengers, and load to an operable motor vehicle.

(39) “Wrecker” means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

(40) “Tow” means to pull or draw any motor vehicle with a power unit by means of a direct attachment, drawbar, or other connection or to carry a motor vehicle on a power unit designed to transport such vehicle from one location to another.

(41) “Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. [316.2122](#).

(42) “Utility vehicle” means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. [316.2074](#).

(43) For purposes of this chapter, the term “agricultural products” means any food product; any agricultural, horticultural, or livestock product; any raw material used in plant food formulation; and any plant food used to produce food and fiber.

(44) “Mini truck” means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.

(45) “Swamp buggy” means a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.

History.—ss. 1, 6, ch. 7275, 1917; s. 1, ch. 7737, 1918; RGS 1006, 1011; ss. 2, 5, ch. 8410, 1921; s. 2, ch. 9156, 1923; s. 1, ch. 9157, 1923; ss. 1, 3, ch. 10182, 1925; CGL 1280, 1285, 1677; s. 3, ch. 15625, 1931; s. 3, ch. 16085, 1933; s. 1, ch. 20743, 1941; s. 1, ch. 20911, 1941; s. 1, ch. 26923, 1951; s. 1, ch. 59-351; s. 1, ch. 65-61; s. 1, ch. 65-446; ss. 23, 24, 35, ch. 69-106; s. 1, ch. 70-215; s. 1, ch. 70-391; s. 93, ch. 71-377; s. 1, ch. 72-339; s. 1, ch. 73-284; s. 2, ch. 74-243; s. 3, ch. 75-66; s. 2, ch. 76-135; s. 4, ch. 76-286; s. 1, ch. 77-180; s. 1, ch. 77-357; s. 1, ch. 78-221; s. 125, ch. 79-400; s. 12, ch. 81-151; s. 22, ch. 82-134; s. 3, ch. 83-188; s. 23, ch. 83-215; s. 1, ch. 83-318; s. 1, ch. 84-182; s. 7, ch. 84-260; s. 5, ch. 85-155; s. 43, ch. 85-180; s. 10, ch. 85-309; s. 4, ch. 85-343; s. 11, ch. 86-243; s. 11, ch. 87-161; s. 20, ch. 87-198; s. 5, ch. 87-225; s. 1, ch. 88-147; s. 66, ch. 89-282; s. 2, ch. 89-320; s. 1, ch. 90-163; s. 4, ch. 90-270; s. 5, ch. 92-148; s. 39, ch. 94-306; s. 910, ch. 95-148; s. 10, ch. 95-247; s. 10, ch. 95-333; s. 29, ch. 96-413; s. 3, ch. 97-58; s. 2, ch. 99-163; s. 15, ch. 99-248; s. 39, ch. 2001-196; s. 1, ch. 2007-242; s. 16, ch. 2008-176; s. 2, ch. 2008-179; s. 6, ch. 2009-183; s. 20, ch. 2012-174; s. 27, ch. 2012-181; s. 27, ch. 2013-160; s. 72, ch. 2016-239; s. 4, ch. 2017-150; s. 5, ch. 2018-130; s. 5, ch. 2019-109; s. 11, ch. 2020-69; s. 7, ch. 2022-175.

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance. **Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.**

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Beginning October 1, 2023, a person operating a golf cart on public roads or streets who is under 18 years of age must possess a valid learner’s driver license or valid driver license, and a person who is 18 years of age or older must possess a valid form of government-issued photographic identification.

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** flhsmv.gov/locations

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, flhsmv.gov/fees
 - Inspection fee
 - Title fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)
 - Plate fee

All-Terrain Vehicles

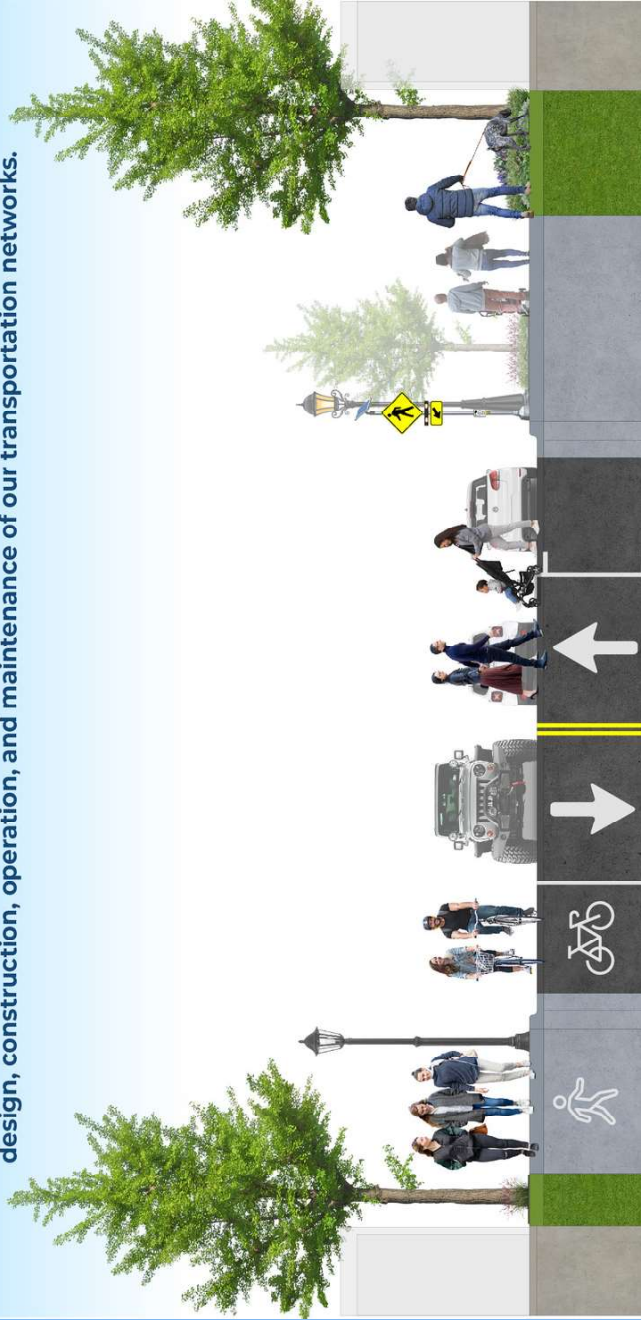
Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACs) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered**, and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

flhsmv.gov/lowspeedvehicles

What are Complete Streets?

WHAT IS A COMPLETE STREET? **D D E C**

A Complete Streets approach integrates people and place in the planning, design, construction, operation, and maintenance of our transportation networks.



ACTIVE SIDEWALKS

Sidewalks should be smooth, wide, feel safe, and have appropriate transitions to the street, making them easy to walk or use a wheelchair on.

DEDICATED BIKE LANES

Simple pavement markings creating a dedicated bike lane make both motorist and bicycle movement more predictable, and therefore safer for both. High-visibility markings, including those for riders using bicycles for transportation.

ACTIVE ROADWAY

One lane of car traffic going in each direction with a two-way-left-turn-lane (TWLTL) in the center would reduce the number of crashes on Government Street by providing turning vehicles a refuge from through traffic, while keeping through traffic moving more efficiently.

SAFE CROSSWALKS

Closely marked crosswalks allow pedestrians and wheelchair users to cross streets safely, while making sure cars know where to expect them.

FURNISHING ZONE

The street furniture zone is defined as the section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, bicycle parking are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

GREEN SPACES

Parks and public green spaces create a destination, encouraging community interaction and providing a rest from the surrounding urban environment.



www.mobilitycohort.com/lakepark



OCTOBER 2022 MODIFIED: 26OCT2022

2045 LAKE PARK MOBILITY PLAN

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 LAND USE · MOBILITY · PARKING · FEES
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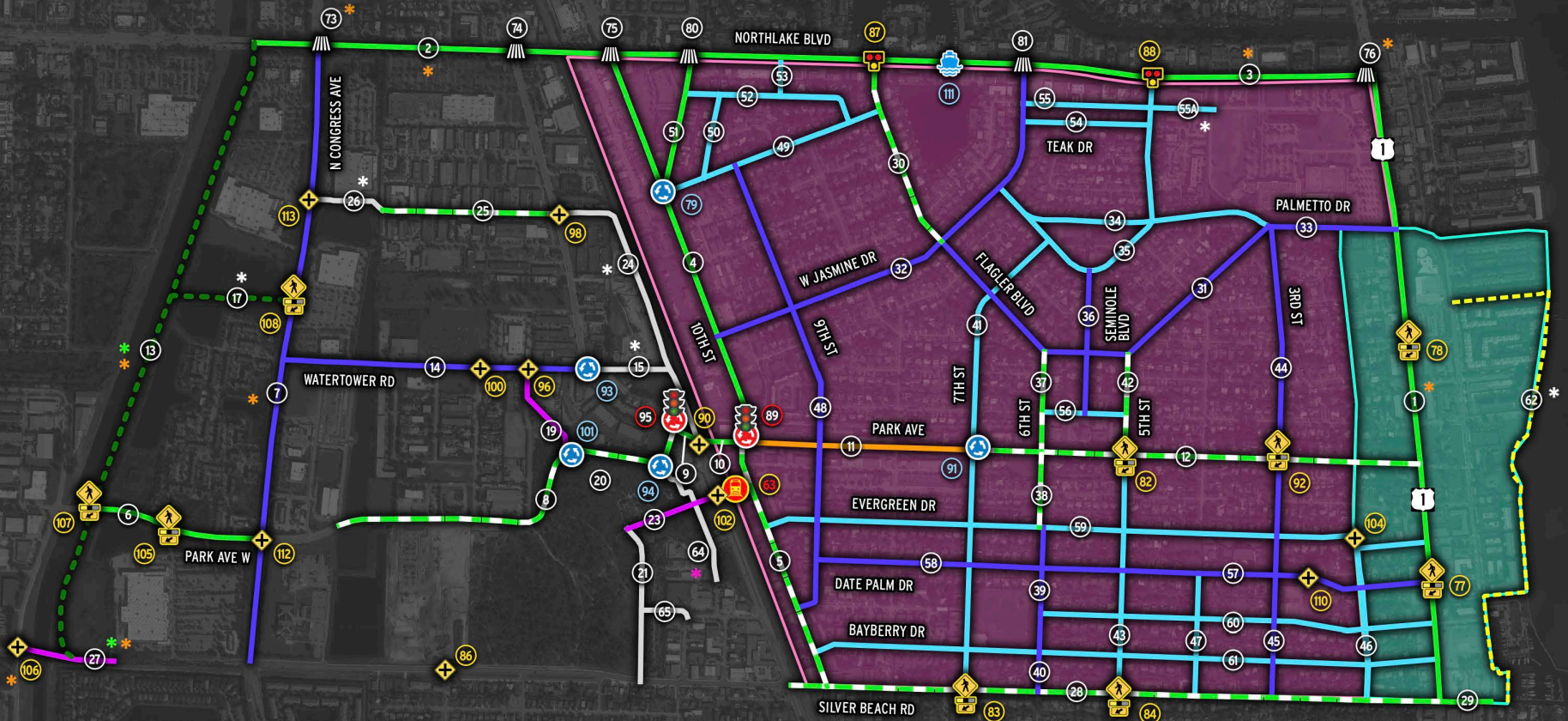


- LAKE PARK GREENWAY
- WATERFRONT PROMENADE
- TWO (2) LANE DIVIDED COMPLETE STREET
- PARK AVE CURBLESS MAIN STREET
- NEW FUTURE TWO (2) LANE ROAD
- NEW FUTURE TWO (2) LANE ROAD (TO BE CONSTRUCTED BY NEW DEVELOPMENT/ REDEVELOPMENT)
- RESIDENTIAL TRAFFIC CALMING PROGRAM
- FEDERAL HIGHWAY MIXED-USE OVERLAY DISTRICT (FHMUDO)

- ### STREET IMPROVEMENTS
- MULTIMODAL IMPROVEMENT
 - COMPLETE STREET
 - PRIORITY RESIDENTIAL TRAFFIC CALMING STREET (DESIGN TBD BASED ON FURTHER EVALUATION)

- ### CROSSING IMPROVEMENTS
- INTERSECTION IMPROVEMENT
 - ROUNDABOUT
 - SIGNALIZED ROUNDABOUT
 - HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK)
 - HIGH VISIBILITY CROSSWALK
 - RECTANGULAR RAPID FLASHING BEACON (RRFB)

- TRAIN STATION
- BOAT UNDERPASS
- 1 * #15, 17, 24, 26, 55A, 62 - PROJECT REQUIRES RIGHT-OF WAY FROM PRIVATELY-OWNED PROPERTY
- 2 * #13, 27 - PROJECT REQUIRES UTILITY EASEMENT
- 3 * #64 - PROJECT REQUIRES RIGHT-OF-WAY OWNED BY PALM BEACH COUNTY
- 4 * #1, 2, 3, 7, 13, 27, 73, 76, 106 - ENTIRELY OR PARTIALLY LOCATED OUTSIDE LAKE PARK TOWN LIMITS





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED "PARK REGULATIONS"; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INLCUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED "PERMIT FOR GROUP ACTIVITIES" PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 2nd READING**
- NEW BUSINESS
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.28 16:07:25 -0400 Date: _____

Anders Viane / Planner
Name/Title

Originating Department: Community Development	Costs: \$ Legal Review Funding Source: Legal Acct: #108 <input type="checkbox"/> Finance	Attachments: Ordinance 09-2024
Advertised: Date: July 28, 2024 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone AV or Not applicable in this case Please initial one.

Summary Explanation/Background:

This ordinance is being brought forward to codify standards of conduct and make quality of life changes to the section governing Town Parks as well as make minor improvements to the section governing special event permits. Under the previous version of Division 1, this ordinance was

primarily concerned with Town Parks only. The new version broadens the scope of the language to include all Town properties and establish standards of conduct, fire prevention standards, vehicular use standards, and law enforcement procedures for those facilities. This ordinance was crafted based on recommended language from the Palm Beach County Sheriff's Office and was developed in close conjunction with PBSO and the Special Events Department. It provides protections against vandalism, loitering, camping, reckless use of flammable materials, and the use of drones to ensure a high quality and peaceable experience for all park and public facility users in accordance with state law. It also carves out exemptions for special event permits, both public and private, to allow for parks and public facilities to serve as recreational venues subject to proper procedures. Accordingly, this ordinance makes several minor updates to Division 2 necessitated by the updates to Division 1, refining terminology and procedures.

2nd Reading Update

Pursuant to Commission feedback from this ordinance's 1st reading, staff has modified language under subsection 18-62 (d) to specifically prohibit overnight sleeping within the park, thus allowing for naps during the daytime. This is also in line with House Bill 1365, which prohibits such overnight sleeping and camping. Camping was also prohibited in the 1st reading version and remains prohibited in the updated ordinance; the ordinance is compliant with House Bill 1365. Finally, under section 18-67, an appeal process has been added pursuant to the recommendation of Palm Beach County Sheriff's Office, which would allow trespassed individuals to appeal their trespass warning by writing the Town Manager, who shall provide a final decision within 7 business days of the receipt of the written appeal.

Recommended Motion: I MOVE TO APPROVE ORDINANCE 09-2024 on second reading.

ORDINANCE NO. 09-2024

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE III ENTITLED “PARK REGULATIONS”; PROVIDING FOR THE AMENDMENT OF DIVISION 1 TO ESTABLISH NEW REGULATIONS FOR THE USE OF PARKS, INCLUDING HOURS OF OPERATION, A FEE SCHEDULE AND THE ENFORCEMENT OF THE REGULATIONS; PROVIDING FOR THE AMENDMENT OF DIVISION 2, ENTITLED “PERMIT FOR GROUP ACTIVITIES” PERTAINING TO SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 18, Article III, Division 1 of the Town Code establishes general park regulations for conduct, fees, hours of operation, vehicle use restrictions, and enforcement procedures; and

WHEREAS, Chapter 18, Article III, Division 2 of the Town Code establishes a procedures to be followed for applications for permits for group activities; and

WHEREAS, the Community Development Department has prepared revisions to Chapter 18, Article III, Division 1 to create new definitions, general standards, fire prevention standards, enforcement procedures, vehicle use regulations and plant and animal controls.

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

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

Section 2. Chapter 18, Article III, Division 1, Sections 18-61, 18-62, 18-63, 18-64, 18-65, 18-66, and 18-67, and are hereby amended to read as follows:

ARTICLE III. PARK AND PUBLIC FACILITY REGULATIONS

DIVISION 1. GENERALLY

Sec. 18-61. Definitions.

Town Park means any Town-owned property which primarily serves as recreational outdoor open space.

Public Facility means any Town-owned properties, buildings or structures.

Special Event means an event reviewed and approved in accordance with the application procedures established by the Town Code by the Town's Special Events Department for which a special event permit is issued by the Town.

Law Enforcement means the Palm Beach County Sheriff's Office, the Town's contracted law enforcement provider.

Sec. 18-62. Use of town parks and public facilities.

- (a) Unless reserved through the process established by the Town Code, a Town Park or Public Facility shall be available on a "first come, first served" basis. The reservation of a park or public facility shall supersede "first come, first served" users if conflicts arise.
- (b) No individual shall damage or deface any equipment, benches, tables, amenities, landscaping, facilities, or any part of a Town Park or Public Facility.
- (c) No individual shall utilize any equipment, benches, tables, amenities, landscaping, facilities, or any other part of a Town Park or Public Facility except in keeping with the intended use of those facilities.
- (d) No individual may sleep overnight in any Town Park or Public Facility.
- (e) No individual may place any tent, shelter, or covered structure within a Town Park or Public Facility unless authorized by a Special Event permit or for a Town-sponsored event.
- (f) The sale, consumption and/or possession of alcohol as defined in F.S. 561.01 is prohibited within any Town Park or Public Facility, unless authorized by the approval of a Special Event permit.

- (g) No individual who is intoxicated and acting in an aggressive or belligerent manner, or who exhibits disruptive behavior shall be permitted to remain in a Town Park or Public Facility, and may be removed by Law Enforcement.
- (h) No individual may use or display explosive or incendiary devices, such as fireworks or sparklers, within a Town Park or Public Facility unless the same has been authorized by an approved Special Event Permit.
- (i) No individual shall loiter in or around a Town Park or Public Facility including within any, restroom, dressing room, picnic areas, wooded or natural areas.
- (j) No individual 18 years or older shall loiter in a designated children's play area, unless the individual is supervising and/or accompanying a child or children who are utilizing the children's play area.
- (k) No individual shall be permitted to generate or create sound at volumes which exceed the regulations of the Town Code which would be considered disturbing or a nuisance to individuals of reasonable sensibilities. No person, being the owner of any domesticated animal, shall permit the same to be in any Town Park or Public Facility, excluding the Town Marina.
- (l) No person, being the owner of any domesticated animal, shall permit the same to be in any Town Park or Public Facility, excluding the marina. Within the Town Marina property, all animals shall be physically restrained on a leash at a distance of not greater than six (6) feet in length, and the owner shall exercise control over their animals at all times. No person shall introduce any exotic or nonnative plant or animal into a Town Park or Public Facility. No person shall remove plant material, in whole or in part, from a Town Park or Public Facility. No person shall harm, molest, or otherwise prevent the natural movements and habits of any wildlife in any Town Park or Public Facility. Removing fish from a designated fishing area or the removal of any nuisance plant or animal shall be exempt from the restrictions of this section.

(Code 1966, § 4-22; Code 1978, § 17-32)

Sec. 18-63. Fee schedule.

- (a) *Criteria for establishing fees.* The following criteria shall be used when establishing fee schedules for use of Town Parks and Public Facilities owned by the town:
 - (1) Town hall (including ballroom and other suitable rooms for recreational purposes):
 - a. Resident groups;
 - b. Nonresident groups.
 - (2) Kelsey Park and all other Public Facilities:
 - a. Resident groups;
 - b. Nonresident groups.

(3) Clean-up fee if food and beverage are served.

- (b) *Exceptions to application of fee.* Based on the criteria outlined in subsection (a) of this section, a fee schedule shall be established by resolution of the town commission, but shall not apply to groups or activities sponsored by the town Special Events Department nor to use by town advisory boards and committees.

(Ord. No. 30-1973, § I(30-31), 11-7-1973; Ord. No. 2-1984, § 1, 1-4-1984; Code 1978, § 17-33)

Sec. 18-64. Hours of operation for town parks; penalties.

- (a) *Generally.* All Town Parks, excluding the marina, shall be open each day from 6:00 a.m.—9:00 p.m., every day of the year. The only exception are areas that have been granted a special event permit or facility rental agreement by the town. Law Enforcement personnel may enter Town Parks or Public Facilities to discharge of their duties.
- (b) *Closing hours.* The hours of Town Parks shall be clearly posted at Town Parks. The Town may close Town Parks and Public Facilities for emergencies, repairs, or to preserve the public's health, safety, and welfare.
- (c) *[Penalties.]* Any person who violates the provisions of this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both, as enforced by law enforcement.

(Ord. No. 1-1998, § I, 1-7-1998; Code 1978, § 17-35; Ord. No. 06-2018, § 2, 7-18-2018; Ord. No. 15-2018, § 2, 12-19-2018)

Sec. 18-65. Fire Prevention.

No person shall start or otherwise create a fire within any Town Park except in a fireplace or grill. No person shall discard ignited cigarettes, cigars, matches, or other flammable materials within any Town Park.

(Ord. No. 16-1999, § 1, 10-6-1999; Code 1978, § 17-36)

Sec. 18-66. Restricted vehicular use in town parks.

Between the hours of 9:00 p.m. and 6:00 a.m., all Town Parks shall be closed to vehicular traffic and/or vehicular parking. At no time shall golf carts, motorized vehicles, or self-propelled vehicles be permitted to traverse Town Parks outside of designated vehicular use areas unless authorized as part of a special event permit, except for Law Enforcement or Emergency Medical Services. Remote controlled airplanes, drones or aerial vehicles that are guided autonomously or by remote control shall be prohibited from taking off and landing in Town Parks unless exempted by applicable Federal Aviation

Administration and Florida State Statutes and except for law enforcement or emergency medical services in life-safety situations. All applicable state and federal laws pertaining to the operation of motorized vehicles and aerial vehicles shall be enforced within Town Parks. At no time may an individual use a remote controlled aerial vehicle or drone to fly over or harm people or wildlife in any Town Park or Public Facility.

(Ord. No. 2-1985, § 1, 3-6-1985; Code 1978, § 29-9)

Cross reference(s)—Traffic and motor vehicles, ch. 30.

Sec. 18-67. Enforcement, Penalties, and Appeal.

The Town's law enforcement provider shall enforce all applicable local, state, and federal laws within Town Parks or Public Facilities. Any individual who violates the provisions of this Article may be subject to immediate removal by law enforcement. The Town's law enforcement provider may issue a trespass warning prohibiting an individual who is the recipient of the same from entering a Town Park or Public Facility. Individuals wishing to appeal a trespass warning may do so by writing the Town Manager's Office; the Town Manager shall render a final decision within 7 business days of receipt of the written appeal. The Town Manager's decision on appeals shall be final.

Secs. 18-68—18-80. Reserved.

Section 3. Chapter 18, Article III, Division 2 of the Town Code is hereby amended to read as follows:

DIVISION 2. PERMIT FOR GROUP ACTIVITIES

Sec. 18-81. Required.

If a meeting, gathering or other assemblage for a common purpose, cause, activity or reason, in any park or recreation area, will involve an attendance of over ten persons and is not a part of a scheduled program or activity either sponsored or officially recognized by the town, or participation or attendance in a sports event at an appropriately designated park area, the person responsible for or in charge of such meeting or gathering shall obtain a permit from the Special Events director before participating or engaging in such activity in a park area.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-41)

Sec. 18-82. Application.

The application form for a special event permit under this division shall be established by the Special Events director. However, the application for such permit shall contain the following items:

- (1) The name and address of the applicant;
- (2) The name and address of the person, persons, corporation or association sponsoring the activity, if any;
- (3) The day and hours for which the permit is desired;
- (4) The park or portion thereof for which such permit is desired;
- (5) An estimate of the anticipated attendance;
- (6) Any other information which the Special Events director shall find reasonably necessary to render a fair determination as to whether a permit should be issued hereunder.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-42)

Sec. 18-83. Standards for issuance.

The Special Events director shall issue a permit under this division according to the following standards:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park;
- (2) That the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct;
- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the town;
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-43)

Sec. 18-84. Appeal.

Within ten days after receipt of an application under this division, the Special Events director shall apprise an applicant in writing of the reasons for the denial of any permit, and the person or organization denied shall have the right to appeal in writing within ten days to the Town Commission. The Town Commission shall consider the appeal in accordance with the standards set forth in section 18-83 and may sustain, modify or overrule the decision of the Special Events director. The decision of the Town Commission shall be final.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-44)

(...)

Sec. 18-87. Enforcement and Revocation.

The Special Events director shall have the authority to revoke a permit issued under this division upon a finding of violation of any of the conditions established by the special event permit, or any violation of a provision of the Town Code, or any county, state or federal law.

(Ord. No. 9-1966, § III, 5-2-1966; Code 1978, § 17-47)

Secs. 18-88—18-119. Reserved.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 6. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon execution.

#5599891 v1 26508-00002



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024 Agenda Item No.

Agenda Title Discussion by the Town Commission to set a date for Staff to present the Comprehensive Plan and the Ordinance on Density in the PADD

- SPECIAL /REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER: WORKSHOP _____
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.28 16:32:15 -0400 **Date:** _____

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs:\$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: <ul style="list-style-type: none"> • None
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required JOD	All parties interested in this agenda item will be notified of the meeting date and time.	___ Yes, I Notified everyone Or ___ Not applicable in this case Please initial one.

Summary Explanation/Background: The purpose of the agenda item is to set a workshop date for Community Development staff to present the Comp Plan and the PADD/ LDR establishing density in the downtown district. Furthermore, Staff will discuss the Comp Plan, corresponding LDR language, and the interpretation used by Staff to move the project forward to Planning and Zoning.

Recommended Motion: Move to establish _____ for a staff presentation on the PADD Density to the Town Commission.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Originating Department: Town Clerk Vivian Mendez

Agenda Title: Resolution - Appointment of a representative to the Seacoast Utility Authority Board

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov, c=US
Date: 2024.08.28 09:15:50 -0400'

Agenda Category (i.e., Consent, New Business, etc.): New Business

Approved by Town Manager: John D'Agostino **Date:** _____

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
v, c=US
Date: 2024.08.28 15:59:32 -0400'

Cost of Item: \$0.00 **Funding Source:** N/A

Account Number: N/A **Finance Signature:** N/A

Advertised:

Date: N/A **Newspaper:** N/A

Attachments: Resolution

Please initial one:

_____ Yes I have notified everyone

√ _____ Not applicable in this case

Summary Explanation/Background:

The Town entered into an Interlocal Agreement with Seacoast Water Utility Authority and several other local municipalities. As part of the Interlocal Agreement, each municipality appoints one (1) representative to the board to serve a four (4) year term.

In an effort to provide for seamless continuity during the town manager transition period, staff is asking the Commission to select a representative to serve on the board.

Recommended Motion:

I move to appoint _____ as the town's representative.

RESOLUTION 63-09-24

A RESOLUTION OF THE TOWN OF LAKE PARK COMMISSION OF THE TOWN OF LAKE PARK APPOINTING _____ TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF SEAOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN OF LAKE PARK, FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Governing Board of Seacoast Utility Authority by reason of the retirement of John O. D'Agostino who served as the Town of Lake Park representative on the Board; and

WHEREAS, Paragraph 2C of the Interlocal Agreement establishing the Seacoast Utility Authority provides that Board Members shall serve, unless earlier removed, terms of four (4) years duration or until such time as the Authority's Governing Board Member's replacement has been appointed.

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

Section 1. The Town of Lake Park Commission of the State of Florida does hereby appoint Title, Name, to serve as the representative of the Town of Lake Park on the Governing Board of Seacoast Utility Authority.

Section 2. Title, Name, shall serve as the Town of Lake Park representative to Seacoast Utility Authority until such time as a replacement has been appointed by the Town of Lake Park Commission.

Section 3. Compensation designated by the Governing Board for the Town of Lake Park's representative shall be payable to the Town of Lake Park, Florida.

Section 4. This Resolution shall take effect immediately upon adoption.



Department of Public Works

Fountain Finish Options

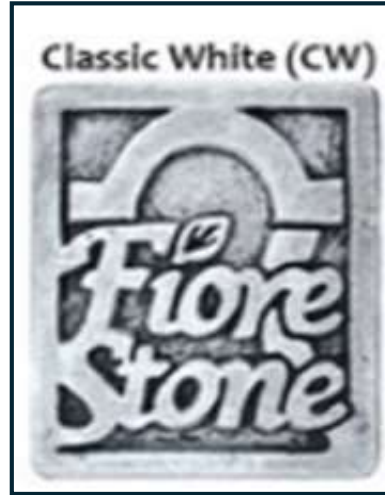


Fountain 40-Type Finishing

Options

- In response to the Town Commission's request at the July 17, 2024, meeting, we are pleased to present the 40 finishing options available for the Large Lion Fountain.







Mojave (ME)



New Ashstone (NS)



New Brownstone (NB)



New Meadow (NM)



New Olivo (NO)



Old Stone (OS)



Olivo (OV)



Patina (PA)



Sandalwood (SW)



Sandstone (SS)

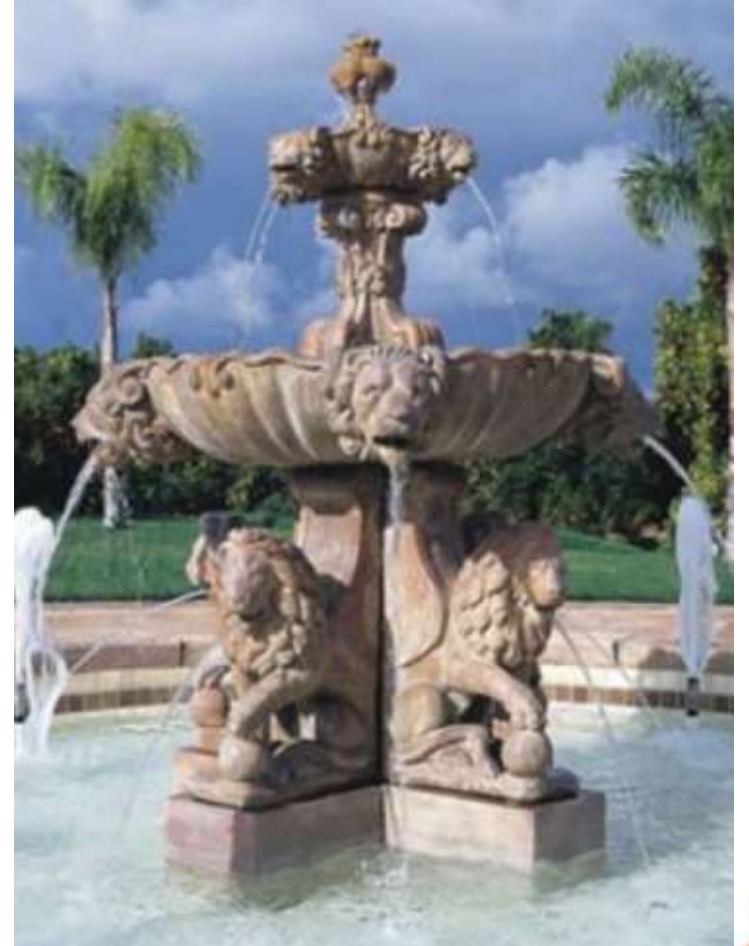






Clarification

- For clarification, the information provided to the Commission at the July 17, 2024, meeting requires correction: this unit does not include installation, the fountain pool, the water pump, or shipping costs.





Estimated Cost Summary

Total Estimated Replacement Cost: \$12,000 to \$18,850

Parts:

Fountain: \$7,621.99

Fountain Pool: \$1,000 - \$3,000

Water Pump: \$500 - \$1,200

Piping and Fittings: \$200 - \$500

Miscellaneous Materials (concrete, sealants, etc.): \$300 - \$700

Shipping Costs: \$200 - \$600

Total Estimated Parts and Fountain Cost: \$9,850 - \$13,650

Labor:

Total Estimated Labor Cost:

- In-house: \$0
- **Contracted: \$2,800 - \$5,200**



Conclusion

Based on the Commission's selection and directions, we will secure the necessary funds for the Town to purchase and install the fountain.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 4, 2024

Agenda Item No.

Agenda Title: DISCUSSION ON BODY WORN CAMERAS FOR THE CODE COMPLIANCE OFFICERS.

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

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2024.08.28 16:09:29 -0400 **Date:** _____

Nadia Di Tommaso / Community Development Director

Name/Title

<p>Originating Department:</p> <p style="text-align: center; font-weight: bold;">Community Development</p>	<p>Costs: \$None at this Time</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> ➔ PBSO Digital Evidence Policy on BWCs ➔ City of Miami Beach BWCs Policy ➔ City of Miami Beach BWCs Training/Guidelines Guide ➔ Town of Lake Park DRAFT Policy ➔ City of Doral Costs ➔ Florida State Statute 119.071
<p>Advertised:</p> <p>Date: _____</p> <p>Paper:</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p style="text-align: center;">OR</p> <p>Not applicable in this case <i>ND</i></p> <p>Please initial one.</p>

Summary Explanation/Background:

Body Worn Cameras (BWCs) were previously requested by the Code Compliance Officers. Based on their feedback, the Code Compliance Officers are requesting BWCs in order to promote transparency by being able to provide an objective record of interactions between them and property owners/tenants/residents.

In reviewing the feasibility of BWCs, two main factors were researched:

- (1) Standard policy provisions and costs
- (2) Experiences with other local governments utilizing BWCs

Standard Policy Provisions and Costs

Town Staff submitted public records requests with the Palm Beach County Sheriff's Office (PBSO) and the City of Miami Beach (Miami Beach has been using BWCs since 2017) on their policy documents for BWCs. **Enclosed** are the documents received by both entities. They include:

- PBSO Digital Evidence Policy on BWCs
- City of Miami Beach BWCs Policy
- City of Miami Beach BWCs Training/Guidelines Guide

Town Staff started with PBSO since we contract with them for law enforcement. In order to find a more compatible example for code compliance, the Town's Code Compliance Officers reached out to several Palm Beach County and South Florida municipalities to determine if their jurisdictions were utilizing BWCs. Only the City of Miami Beach responded in that their Code Compliance Officers have been utilizing BWCs since 2017. In light of this, our research utilizes the City of Miami Beach as our main example.

The City of Miami Beach explained that it is the policy of their Department to utilize BWCs to document code compliance violations and related interactions with the public by recording evidence of actions, conditions and statements. In light of their policy, their employees have a legal right to capture and record footage during all official interactions. Their BWC is a portable electronic recording device that records audio and video. Their policy provides for maintenance, training, data retention and records request guidelines as well. More specifically, Each BWC is specifically assigned to one Officer and it cannot be shared or used by another Officer.

A body camera recording, or a portion thereof, **is confidential and exempt** (FSS 119.071) from 119.07(1) and 24(a), Article I of the State Constitution (**i.e. sharing or exchanging of information**) if the recording (the following is directly from State Statute):

- a. Is taken within the interior of a private residence
- b. Is taken within the interior of a facility that offers health care, mental health care, or social services; or

c. Is taken in a place that a reasonable person would expect to be private.

Enclosed is a preliminary DRAFT policy that may be considered, and further reviewed and refined, by the Town if BWCs are desired and implemented.

As it relates to **costs**, the Town's Chief Information Technology Officer was able to receive the City of Doral's latest costs for BWCs from their law enforcement department (**enclosed**). The per unit all-inclusive cost (including equipment, hardware and software) is approximately \$4,000 per unit, for an annual cost of approximately \$12,000.

Experiences with other local governments utilizing BWCs

As indicated herein, the BWCs local government (code compliance) experiences is limited. Based on our research, only The City of Miami Beach was able to offer their information and feedback in that their BWC program has been very effective and useful both to their Officers and to their residents.

Conclusion

In light of the above information and the enclosed documents, Town Staff is unable to affirm that a majority of code compliance departments in South Florida are utilizing BWCs. BWCs initiated with law enforcement and have, only recently, been considered by code compliance departments. With this being said, BWCs, based on our research, provide added protection and transparency to not only the Code Compliance Officers, but to the property owners and residents, as it relates to communications that transpire on code cases. They also improve accountability by Code Compliance Officers and can be used to review allegations of misconduct. In order for them to be effective however, a strong policy is needed, along with reliable equipment. On the flipside, while Florida State Statute protects certain categories from the share of information, the footage captured by BWCs is generally classified as a public record for the duration of time the established policy allows (State Statute indicates 90 days) therefore, the Commission would need to feel comfortable with this understanding based on our public records law.

Based on the information provided herein, if the Town Commission is in favor of adding an additional transparency/accountability strategy for Code Compliance, understanding the costs and public records implications, BWCs should be considered.

Recommended Motion: Discussion item only to determine whether the Commission is in favor of funding BWCs in the Fiscal Year 2024/25 Budget.

MEMORANDUM REGARDING DIGITAL EVIDENCE

June 20, 2023

To: All Agencies

From: SAO

Subject: Updated Body Worn Camera and Digital Evidence Policy

Due to the vast increase in digital evidence as a result of PBSO implementing a Body Worn Camera program, the State Attorney’s Office must amend our Body Worn Camera Policy. This memorandum supersedes any previous memorandums and/or statements issued by the SAO regarding BWC requirements.

1. In order for a case to be reviewed, all evidence must be provided to the SAO at the time of filing. For arrests, the case must be presented for filing within 14 days of the arrest. For warrant cases, all evidence must be provided at the time the packet is sent in for review.
2. All digital evidence must be provided electronically. The SAO will not accept thumb drives or discs. At this time, the office will only accept thumb drives or discs for warrant packets from agencies that do not utilizes an electronic platform such as Evidence.com.
3. For agencies that use Axon, all digital evidence must be shared to the SA15 Evidence.com platform at the time of filing. If the evidence has not been shared, the case will be summarily no filed.
4. For agencies that use any other BWC system, all digital evidence must be uploaded to STAC at the time of filing.
5. All items shared to the SAO Evidence.com platform must be clearly titled allowing the prosecutor to easily identify which items contain important evidence.
6. There are no exceptions for backup officers. All BWC’s must be titled.
7. Videos containing multiple items of evidence must be bookmarked. Videos containing evidence that is not immediately identifiable, must be bookmarked allowing the attorney to locate each item of evidence immediately upon review. This applies to BWC videos as well as in-car and surveillance videos.
8. BWC recordings do not take the place of supplemental reports. All officers who participate in an investigation must provide a supplement detailing their involvement.

9. The following items must continue to be uploaded into STAC: offense reports (or any report necessary to identify and contact the victim), citations (when required), SAO filing packet cover sheet. All other evidence may be provided via Evidence.com.
10. If items are added to Evidence.com after the case has been shared to the SAO Evidence.com platform, it is the responsibility of the arresting officer to make sure that the case is re-shared.
11. If the evidence provided is voluminous and/or in a Zip format, it must be extracted and converted into either:
 - a. A video that automatically plays, without downloading, when selected or
 - b. A PDF or other document ready to be selected and viewed.The SAO is not downloading large documents or making conversions in order to view evidence.

Prosecutors will no longer send FIR's, make requests for evidence, or reach out to officers before no filing a case. Failure to comply with the above requirements will result in cases being summarily no filed. The SAO does not have the resources to handle the influx of digital evidence without enforcement of this memo.

The following are examples of "critical evidence," which should always be titled on a BWC/In car video, and bookmarked with the video:

- Sworn statements
- Defendant's statement/Miranda
- Initial contact at scene
- Consent to search
- Locating evidence
- Lineups/ Show ups
- Recording of the crime itself (usually battery, resisting, or fleeing)
- Field sobriety exercises
- Transport only (nothing of evidentiary value)
- Perimeter only (nothing of evidentiary value)
- Backup (present for security only, took no part in investigation)
- Medical clearance only (nothing of evidentiary value)

MIAMI BEACH

Policies and Procedures

Body-Worn-Cameras (BWCs/Inspections)

POLICY:

It is the goal of the Building Department to utilize the BWC to further document, enhance, and provide supporting records while conducting any inspection of permitted construction, demolition, or potential building code compliance violations. The BWC will also provide support evidence of building-related interactions with the public by providing recorded verification and proof of conditions and statements. Building employees engaged in conducting field inspections are authorized to capture and record footage during all official interactions.

SCOPE:

This Standard Operating Procedure (SOP) applies to all Building Department's employees performing field inspections. This includes Regular Inspectors, Senior Inspectors, Chief Inspectors, Building Compliance Officers, the Engineer, or Building Plans Examiners assigned to field inspection duties.

PURPOSE:

To establish guidelines and procedures for the use, maintenance and management of Body-Worn-Cameras, known and designated in the City of Miami Beach (CMB) as Body-Worn Camera (BWC).

DEFINITIONS:

CALL FOR SERVICE – Any dispatched or customer requested inspection conducted by any Building employee with the intent to inspect, assess, and assist in a particular building-related field operation.

CITIZEN INTERACTION – Any call for service, consensual encounter, investigatory stop, investigation, search, interview, or any other form of contact with, or observation of a member of the public or person related to an inspection for Building Code Compliance, infraction, or violation of the Florida Building Code.

FOOTAGE – Refers to all sounds, images, and associated (meta) data.

DEACTIVATED – Buffering (not active/recording).

ACTIVATE – Recording video and sound.

INSPECTOR – Any Building Inspector, Senior Inspector, Chief Inspector, Building Code Compliance Officer, Engineer, or Building Employee conducting field work.

PROCEDURE:

I. Operation and Use

- A. Use of the issued BWC is mandatory for all Building/Trade Inspectors, Senior Inspectors, Chief Inspectors, and Building Code Compliance Officers that are designated to utilize BWC. This shall include all Regular On-duty and/or Overtime assignments for Building staff designated by the Building Director/Building Official or his/her designee.
- B. BWC User Procedures
 1. BWC mounting and placement shall be determined by the Building Director/Official or his/her designee, with appropriate consideration given to practical factors such as the BWC configuration and planned applications.

2. The BWC shall be activated immediately prior to all citizen interactions or as soon as possible upon initiation of a citizen interaction, whether or not the inspector is the primary investigatory entity (e.g., other primary entities include the Police, Fire, Parking, or Code Departments).
 - a. Exception: Employees are not expected to record informal non-Building code compliance related interactions with the public (e.g., providing directions, general conversations, or Community Outreach Events). However, the BWC shall be activated if any individual(s) becomes confrontational or the focus of an investigation.

The BWC shall be activated during all calls for service and investigations, whether inspectors are in contact with a citizen or not.
 - b. Building employees are not legally obligated to advise a person that he/she is being recorded, particularly if the recording is taking place in the public right-of-way. If asked, the inspector shall acknowledge that the BWC is recording.
3. Building employees have the right to record, even on private property, if access to private property is conveyed by anyone that has the legal right to do so as reflected in [Florida Statutes 162](#).
 - a. Access / Permission is granted by owner/resident.
 - b. Access / Permission is granted by owner's representative who is 15 years of age or older.
 - c. If an owner/resident or a citizen requests not to be recorded, (only on private property) inspector shall record the person's request and deactivate the recording.
4. Employees who fail to activate the BWC, when required, shall:
 - a. Notify their immediate supervisor as soon as practicable, but no later than the end of their shift or detail; and
 - b. Document the name of the supervisor notified and the reasons for failing to activate the BWC on notes recorded on the inspection module related to the incident. When no reports are required, an incident shall be properly documented by electronic mail.
5. The BWC shall only be deactivated upon the conclusion of the citizen interaction, incident or inspection.
6. Employees shall only use their issued BWC or a replacement authorized and configured by the BWC System Administrator, Building Administrator, Operations Manager, Chief Inspector or anyone designated by the Department Director.
7. Employees shall notify (via email) and phone call, his/her supervisor at the end of any encounter that may generate a complaint and provide video title and category for review.
8. Viewing, Data Transfer, and Categorizing BWC Recordings.
 - a. Recordings may be viewed by:

Policies and Procedures: Body-Worn-Cameras (BWCs/Inspections)

- 1) BWC System Administrator, Building Administrator, Operations Manager, Chief Inspector or any staff member preparing an incident report(s) to ensure the accuracy and consistency of the incident documentation;
 - 2) An involved employee prior to making a statement concerning a recorded incident that might be used in an administrative review or court proceeding; and
 - 3) Members of the City Manager's Office, City Attorney's Office, and Human Resources.
- b. Recordings may be accessed through the cloud once all the data has been uploaded.
- c. Employees shall accurately categorize and label BWC recordings at the conclusion of each incident, but no later than the end of their shift or detail.
- 1) Employees shall contact their supervisor if they need assistance with identification and/or categorization of recordings or retention guidelines.
 - 2) BWC recordings may document the discovery and/or collection of evidence. Employees, investigators, records custodian, or supervisors shall categorize BWC recordings to preserve footage of evidentiary value.
 - 3) Employees shall identify each recording with the inspection number and applicable prefix.
- d. BWC devices shall be placed in the evidence transfer manager (dock) at the conclusion of each employee's on-duty, off-duty, and/or overtime detail. Once docked, the BWC shall not be removed until the upload process has been completed.
- e. Building Administrators and Supervisors may review video footage in any of the following circumstances:
- 1) To document performance and level of service delivered to customers.
 - 2) To investigate a complaint against an inspector or a specific incident in which the Building employee was involved.
 - 3) When there is a pattern of allegations of abuse or misconduct.
 - 4) To identify videos for training purposes and instructional use.
 - 5) When inspectors are on probationary status or with a Field Training Inspector.
 - 6) When inspectors agree to a more intensive review as a condition of employment.
- f. Designated supervisors, at the direction of the Building Director, shall conduct random audits of BWC footage to monitor compliance with the program and assess overall inspector performance. Audits shall be random and not be used to target a specific inspector.

C. Prohibited Actions and Conduct.

1. Prohibited Recordings:

a. It shall be prohibited to use the BWC to intentionally record any of the following:

- 1) Personal activities.
- 2) Conversations with fellow agency personnel without their knowledge during routine Building related activities.
- 3) Any footage in places where there is a commonly held expectation of privacy, such as restrooms.

b. The prohibitions set forth in this section do not apply in circumstances where the BWC is recording conduct pursuant to official Building Department's action.

- 2. Releasing, posting, or sharing any footage on any social media site is strictly prohibited.
- 3. Making copies of any BWC recording for personal or any other use, or using a secondary recording device, such as a camera or cell phone, to record images or sound captured by the BWC is prohibited.
- 4. Tampering with the BWC or employing any device, which interferes with its operation, is prohibited.
- 5. Erasing, altering, modifying, or tampering with any recording captured by a BWC is prohibited.
- 6. Allowing citizens to review any recordings is prohibited, except when appropriate in response to a public records request, administrative hearing, court order and/or with approval of the Building Director.
- 7. Using personal or privately-owned BWCs while working in an on-duty capacity is prohibited.

D. The City Manager, Assistant City Manager, Building Director, or designee may authorize the release of specific BWC footage when he or she deems it to be in the best interest of the Department.

E. Employees shall notify their immediate supervisor and provide details of any restricted and/or prohibited footage captured by their BWC.

F. Building Department Administrators – Responsibilities:

- 1. Building Department Administrators and Supervisors shall ensure that employees comply with all BWC-related training.
- 2. Building Administrators and Supervisors shall document circumstances in which an employee failed to activate the BWC, improperly deactivated the BWC, or captured restricted/prohibited footage.
 - a. Should the Building Administrator/Supervisor determine the action was intentional or avoidable, he or she shall direct further action.
 - b. If the Building Administrator/Supervisor determines a restricted/prohibited recording was inadvertent or unavoidable, the details of the incident shall

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

be provided to the Deputy Director and/or Building Director who will provide further direction to the BWC System Administrator.

3. In cases where the immediate retrieval of BWC footage is required, supervisors shall collect the BWC from the employee and follow data transfer procedures. Upon completion of the data transfer, the BWC shall be returned to the inspector and involved personnel shall be notified when the footage is available for review.
4. Building Administrators/Supervisors shall review BWC footage in all cases where there was an injury to an inspector, citizen's complaint, or any other circumstance where the recording may clarify events.
 - a. If an inspector is involved in an incident that results in serious bodily harm to anyone, a Building Administrator/Supervisor shall immediately take custody of the involved officer's BWC for evidence preservation purposes.
 - b. Building Administrators/Supervisors shall notify their Chain of Command of instances where a controversial citizen encounter has occurred. The employee's Administrator/Supervisor shall review the encounter and set the appropriate category for retention.

G. BWC System Administrator or Building Administration shall be responsible for:

1. Setting and maintaining user and group authority levels, passwords, and any other required configuration of the evidence storage system under direction of the Building Director or designee;
2. Managing inventory, issuing devices, and updating device settings;
3. Assisting with manual downloads to the cloud server, when necessary;
4. Editing and/or deleting recordings of restricted/prohibited footage pursuant to direction from the Building Director or Deputy Director. A log shall be maintained of all deleted, copied and/or edited recordings, which shall be kept in perpetuity;
5. Managing the list of categories and notifying supervisors when users fail to identify and/or categorize their BWC recordings or otherwise fail to properly use, store or maintain their departmental issued BWC;
6. Providing support to Department employees in all aspects of the BWC and evidence storage system;
7. Maintenance of an audit system that monitors and logs access to recorded data;
8. Maintenance of a system for the management of data retention and data purging; and
9. Conducting forensic reviews when directed by the Building Director or designee to determine whether BWC equipment and/or recorded data have been tampered with.

II. Maintenance

A. Users.

Policies and Procedures: Body-Worn-Cameras (BWCs/Inspections)

1. Inspectors shall inspect and test their BWC and all associated equipment at the beginning of their shift.
 2. Inspectors shall ensure that the BWC lens and microphone are clear of debris that may obstruct or in any way degrade images or audio.
 3. Inspectors shall ensure the BWC battery is fully charged at the start of their shift and/or assignment.
 4. Any damage, malfunction or other operational problem shall be reported to the employee's supervisor and the BWC System Administrator.
- B. Building Administrators/Supervisors.
1. When notified that a BWC is damaged or malfunctioning, the supervisor shall inspect the device and decide whether to continue using the BWC or return it for repair or replacement. Supervisors must consider the extent of damage and the availability of spare or replacement devices.
 2. BWC devices shall be inspected semi-annually.
 3. BWC System Administrator shall evaluate all devices turned in due to damage or malfunction.
- C. The BWC System Administrator shall make any repairs they are qualified to perform or submit device to appropriate servicing agency.
- D. Any device which cannot be repaired by the BWC System Administrator shall be sent for repair or disposed of appropriately and with the approval of the Building Director, Deputy Director, or Operations Manager.

III. Training

- A. Employees shall receive hands-on training by the Training Unit prior to utilizing a BWC. Initial training shall include at a minimum:
1. Thorough review of this SOP and relevant state and federal laws governing consent, evidence, privacy, and public disclosure.
 2. Hardware operation, charging, docking, malfunctions, lost, or damaged equipment.
 3. Categorization, data transfer procedures, data access, security, retention guidelines, reporting improper recordings, preparing, and presenting digital evidence for court.
 4. Hands-on exercises that replicate operating the BWC.
- B. Training shall be given to the following employees:
1. All personnel issued a BWC.
 2. Supervisors of officers who wear BWCs.
- C. Annual refresher training may be provided by the Training Unit. The BWC System Administrator / Building Administrator shall ensure that all BWC training meets current manufacturer guidelines and specifications.

IV. Data Retention and Public Records Requests

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

- A. All digital recordings collected using the BWC system are official records, and are the exclusive property of the Miami Beach Building Department.
- B. BWC Video Retention Guidelines.
 - 1. Except as specified below, all recordings shall be retained for ninety (90) days as reflected in Florida State Statute 119.071.
 - 2. Recorded evidence associated with the issuance of a code violation, any investigation, and/or complaint against an employee, shall be retained pursuant to the Florida General Records Retention Schedules, and/or the City of Miami Beach City Attorney's Office.
 - 3. Vehicle crashes involving an employee and events involving injury to an employee and/or citizen, any recording of an event, public interaction the inspector or his/her supervisor reasonably believe could lead to litigation against the inspector or the City of Miami Beach shall be retained for five (5) years.
- C. The Department will invoke appropriate exemptions set forth in Florida Statutes, Chapter 119, any other statutory provision limiting or restricting access to video recordings or data in cases involving inspector's misconduct, or any other circumstances as determined by the Building Director or his/her designee.

This section shall not be read to obstruct or interfere with an employee's rights as provided by Florida Statutes, City Ordinance, or Department's Policy.
- D. All BWC recordings shall be uploaded to the contracted storage service provider's system. The Department reserves the option to utilize alternative storage methods on a case-by-case basis at the discretion of the Building Director or designee.
- E. Release of BWC recordings shall be governed by Florida State Statutes and Federal law.
- F. The BWC System Administrator shall edit exempt footage pursuant to Florida Statute, prior to release.

V. **Discipline**

Employees who fail to comply with this SOP may be subject to progressive disciplinary action up to and including termination.

APPROVED BY: 
 Building Director/Building Official

DATE: 11/19/18

Effective Date: 3/15/2016
Revised: 11/14/2018

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Body Worn Camera

Miami Beach Code
Compliance Department
November 2018

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otherwise marked

CODE COMPLIANCE DEPARTMENT

Item 15.

It is the policy of the Code Compliance Department to utilize BWCs to document code compliance violations and related interactions with the public by recording evidence of actions, conditions and statements. Code employees have a legal right to capture and record footage during all official interactions.

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Body Worn Camera (BWC)

“Body camera” means a portable electronic recording device that is worn on a law enforcement officer’s body and that records audio and video data in the course of the officer performing his or her official duties and responsibilities.

<https://www.flsenate.gov/Session/Bill/2015/0248/ByCategory/?Tab=BillHistory>

<http://laws.flrules.org/2015/41>

- ❖ Senate Bill 248 - Must retain a body camera recording for at least 90 days.

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- Each Officer will be assigned their own BWC.

- The BWC are assigned by the BWC System Administrator.

- You cannot use someone else's' Camera .

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A body camera recording, or a portion thereof, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if the recording:

- a. Is taken within the interior of a private residence
- b. Is taken within the interior of a facility that offers health care, mental health care, or social services; or
- c. Is taken in a place that a reasonable person would expect to be private.

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<http://wsvn.com/news/help-me-howard/miami-beach-restaurant-employees-car-towed-on-camera/>

<https://www.youtube.com/watch?v=3XaDLVfHx9M>

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Storage: 8GB

Battery Life: 12 Hours

Field of View: 130° (Wide Angle Lens)

VIDEO RESOLUTION: 480P

PRE-EVENT BUFFER VIDEO: 30 seconds (Incidents don't begin and end on your schedule. You won't miss a critical moment if the camera wasn't on yet.)

GPS: Yes

Retina: Low Light Technology (The camera automatically adjusts to changes in lighting. It functions just like the human eye—no better, no worse.)

DOCKING STATION: Yes

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All Videos must be labeled this will be done through the APP on your iPad.

- ID
- Category
- Title Field

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CODE COMPLIANCE DEPARTMENT

Item 15.

Category

- City Code
- Employee Injury / Crash
- Citizen Interaction
- Noise Complaint
- Marine Complaint
- Property Maintenance
- Sanitation
- Zoning
- Test Device / Training

ID FIELD

- CC2016-xxxxx
- EI / 2016-xxxxx
- CI
- NC2016-xxxxx
- MV2016-xxxxx
- PM2016-xxxxx
- SV2016-xxxxx
- ZV2016-xxxxx
- TRAINING

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CODE COMPLIANCE DEPARTMENT

Item 15.

Title Field

This applies to the location (address).

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SIMPLE DOCK

- ❖ When your shift is complete, dock your camera. It will automatically upload your data to the cloud. Your Axon device will simultaneously recharge in the dock. When you're ready for tomorrow, your BWC will be ready.

MOBILE APP

- ❖ Axon, a mobile application that lets you stream, enter the ID Field, Categorize and fill out the owner's field on the APP.

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Using AXON Mobile

AXON Mobile application enables you to replay video and add metadata (GPS, title, case ID, and category) to your AXON body camera using a smart phone or multimedia player.

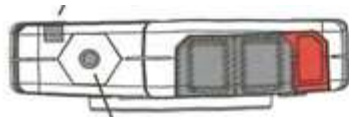
- 1 Using your smart device, download the AXON Mobile application from the Google Play™ store or the iTunes® App Store. Search AXON mobile.
- 2 On your smart device, open the AXON Mobile application and follow the onscreen instructions for Bluetooth® pairing. See diagram on next page.
- 3 To add categories to your videos you will need to sign into your agency. In the AXON Mobile app go to the Settings menu, select Agency, enter your email address and select your agency. You will now be able to add categories to your AXON body videos. (Must be connected to Internet.)

Note: All data is stored on the Axon body camera. No videos are stored on your smart device.

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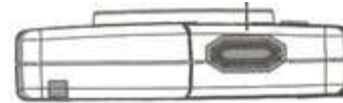
CODE COMPLIANCE DEPARTMENT

Item 15.



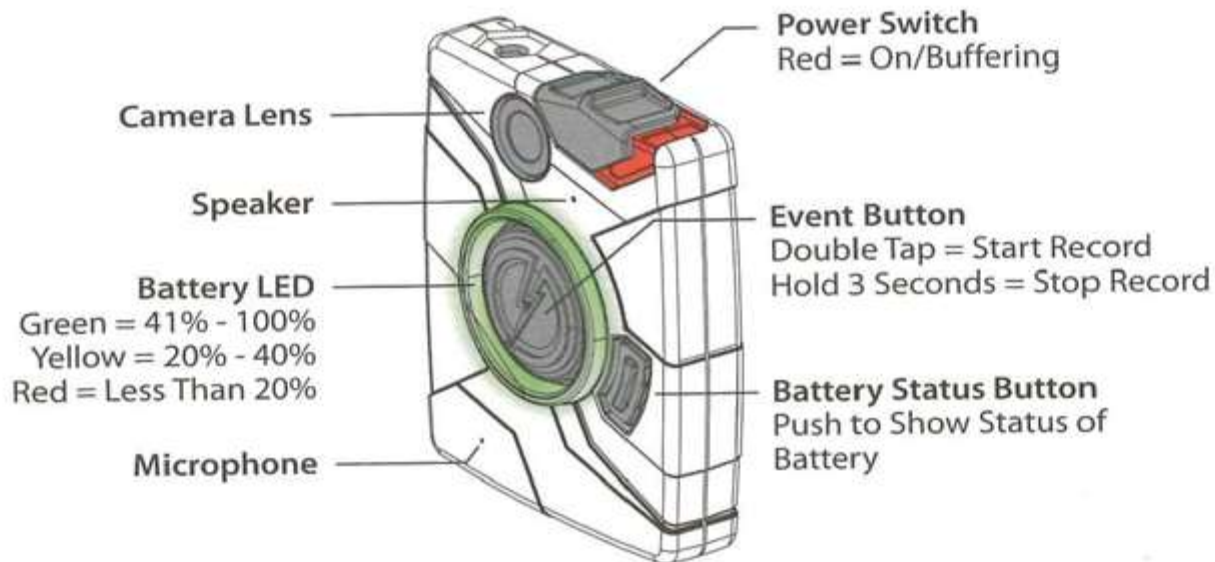
Top View

Recharging/Dataport
Data Transfer & Recharging
through PC or ETM



Bottom View

Bluetooth Pairing and ETM
Status LED



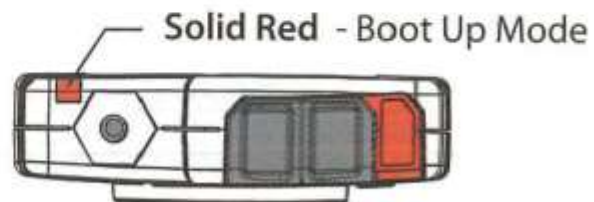
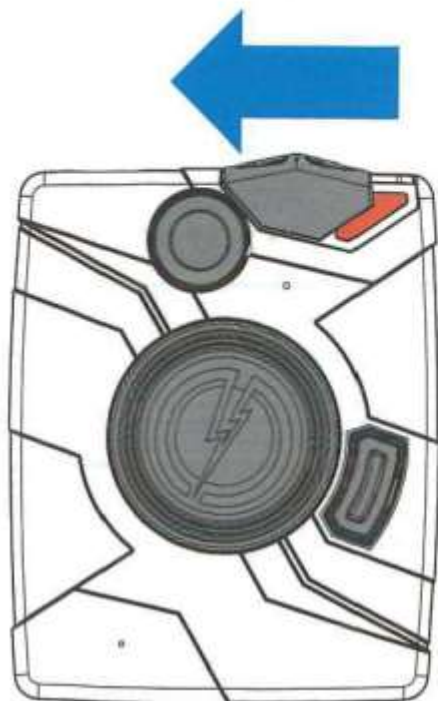
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CODE COMPLIANCE DEPARTMENT

Item 15.

Recording

- 1 Turn camera on.

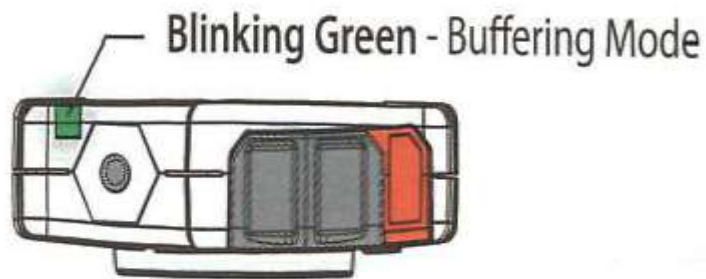


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CODE COMPLIANCE DEPARTMENT

Item 15.

- 2 AXON body camera will go into buffering mode after boot up sequence.



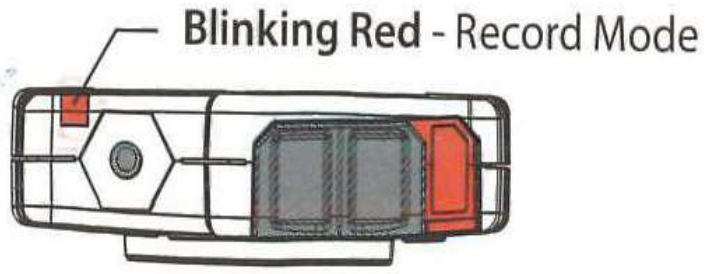
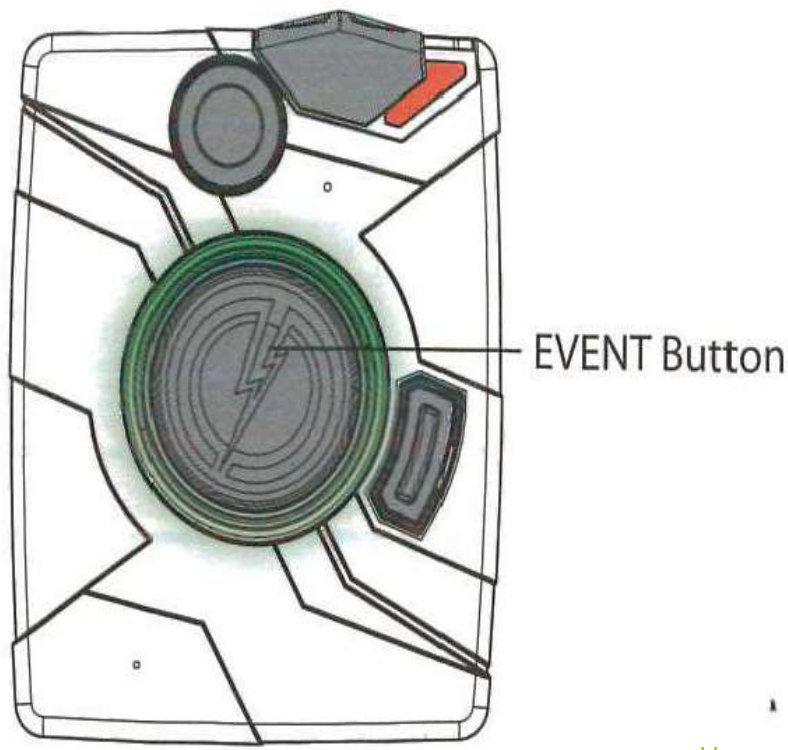
This mode holds the previous 30 seconds of video [NO AUDIO] leading up to the beginning of a recording.

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CODE COMPLIANCE DEPARTMENT

Item 15.

- 3 To record press the EVENT button twice. Top LED will begin to blink red. Camera will beep twice indicating recording has started.

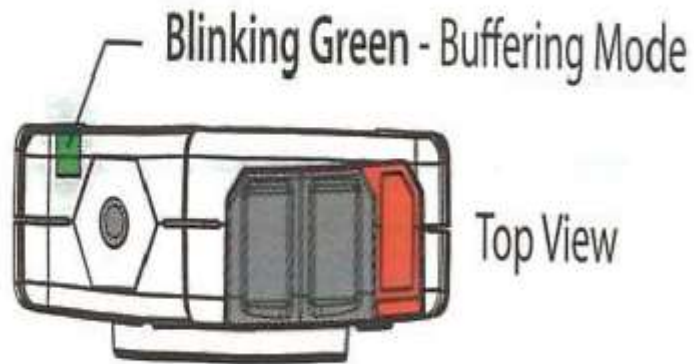


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CODE COMPLIANCE DEPARTMENT

Item 15.

- 4 To stop recording hold EVENT button for 3 seconds until long audible beep. Camera will return to buffering mode.



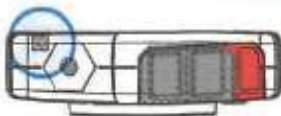
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CODE COMPLIANCE DEPARTMENT

Item 15.

Camera Operation LED

The AXON body's operation LED displays the camera's current operating mode:



Operating Mode	Operation LED
Recording	Blinking Red
Buffering	Blinking Green
Booting Up/Powering Down	Solid Red

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CODE COMPLIANCE DEPARTMENT

Item 15.

Battery LED

The AXON body's battery LED displays the battery's remaining capacity, when the device is being used or when recharging:



Operating Mode	Battery LED
Battery Capacity is 41-100%	Green
Battery Capacity is 20 - 40%	Yellow
Battery Capacity is Less Than 20%	Red
Battery Too Low to Boot Up	Blinking Red/Yellow

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CODE COMPLIANCE DEPARTMENT

Item 15.

Audio Notification

The AXON body camera beeps to tell you what mode it is in.

Operating Mode	Audio Notification
Powering On or Off	One Beep
Recording an Event	Two Beeps (Every Two Minutes)
Recording Stopped	One Long Beep
The Battery is at 20% Capacity or Lower	Four Quick Beeps (Every 20 Seconds)
Camera Memory Full (Camera will not record.)	Alternating Two Tones that Occurs When You Double-Press the EVENT Button.

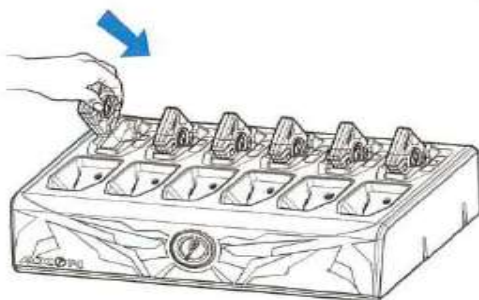
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CODE COMPLIANCE DEPARTMENT

Item 15.

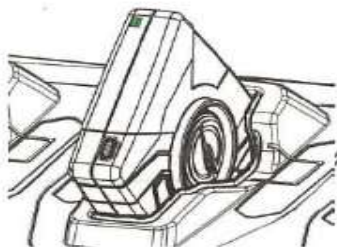
Recharging the Battery and Uploading Data

- 1 Insert camera into ETM as shown. Ensure AXON body camera is off.



The ETM automatically uploads data to EVIDENCE.com, deleting videos from the camera and charges the camera.

- 2 Ensure AXON body battery LED is green before removing.



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CODE COMPLIANCE DEPARTMENT

Item 15.

Viewing videos:

<https://miamibeachcodecompliance.evidence.com>

The screenshot displays the AXON Evidence.com website interface. At the top, the navigation bar includes the AXON Evidence.com logo, the text "MIAMI BEACH POLICE DEPT - CODE COMPLIANCE", and a link "Don't recognize this agency?". Below the navigation bar are two buttons: "SIGN IN" (highlighted with a yellow underline) and "REGISTER".

On the left side, there is a login form with the following elements:

- A label "USERNAME" above a text input field.
- A label "PASSWORD" above a text input field.
- A "SIGN IN" button.
- A link "Forgot your username or password?" below the button.

The main content area features a large video player with a dark background. The video title is "Introducing Axon Body 2 and Axon Fleet." Below the title are two links: "AXON BODY 2" and "AXON FLEET". The video content shows a close-up of an Axon Body 2 camera on the left and a police car with "MIAMI BEACH POLICE" on its side on the right.

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CODE COMPLIANCE DEPARTMENT

Item 15.

Code Compliance Department Assessment: Body Worn Camera

1. What is the definition of a “body camera?”
2. You're body worn camera is malfunctioning. Can you use another Code Compliance Officer's body worn camera?
3. What are the three labels for body worn camera? What information do you put in each?
4. True or False? When your shift is complete, always dock your camera.
5. You know that your BWC is in RECORDING MODE when the LED Display _____.

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- The Body Worn Camera SOP is located in PowerDMS.

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CODE COMPLIANCE DEPARTMENT

Item 15.

QUESTIONS?

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CODE COMPLIANCE DEPARTMENT

Item 15.



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Red = some areas that require further attention if BWCs are considered

PURPOSE

To establish guidelines and procedures for the use, maintenance and management of Body-Worn Cameras (BWCs).

SCOPE

This Standard Operating Procedure (SOP) applies to all Code Compliance Division employees. This pilot initiative shall be continuously monitored with a documented annual analysis to identify necessary modifications and/or continuation.

POLICY

It is the policy of the Code Compliance Division to utilize BWCs to document code compliance violations and related interactions with the public by recording evidence of actions, conditions and statements. Code employees have a legal right to capture and record footage during all official interactions.

DEFINITIONS

ACTIVATE - Recording video and sound

Incident - Any event that causes or could cause bodily injury and or property damage while interacting with the public during the Code employee course and scope of conducting their duties.

CALL FOR SERVICE – Any dispatched or self-initiated activity by any Code employee to resolve, correct or assist in a particular code-related situation

CCM - Code Compliance Manager
for the purpose of carrying out
BWC duties and responsibilities
and as assigned by the CCA.

CCA - Code Compliance
Administrator (aka Community
Development Director)

CCO - Code Compliance Officer

CITIZEN INTERACTION – Any call for service, consensual encounter, investigatory stop, investigation, search, interview, or any other form of contact with, or observation of a member of the public or person related to a Code Compliance investigation for a civil violation of the Town of Lake Park Code of Ordinances.

DEACTIVATED - Buffering (Not Active/recording)

FOOTAGE – Refers to all sounds, images, and associated (meta) data.

PROCEDURE

I. Operation and Use

- A. Use of the issued BWC is mandatory for all CCOs that are designated and trained to utilize BWCs during Regular On-duty or Overtime assignments. CCAs may be designated to utilize BWCs on certain occasions.
- B. BWC User Procedures

Red = some areas that require further attention if BWCs are considered

1. BWC mounting and placement on the CCO shall be determined by the CCA or his/her designee, with input from the Palm Beach County Sheriff's Office (PBSO) Training Unit, BWC instructors, or other relevant divisions as advised by PBSO, and with appropriate consideration given to practical factors such as the BWC configuration and tactical applications. (While a CCO is on active shift duties, all BWC must be worn on the front of the CCO uniform, with the camera always facing the public).
2. The BWC shall be activated during all calls for service and investigations, whether CCOs are in contact with a citizen or not; during all citizen interactions, incidents, initial response to a call for service, or as soon as possible upon initiation of a citizen interaction, whether or not the CCO is the primary investigatory entity (e.g., other primary entities include PBSO, outside agencies, just to name a few) with the following exceptions:
 - a. During discussions with other staff members or law enforcement personnel concerning tactical, investigative and/or administrative strategies or options of a specific case;
 - b. During informal non-code compliance related interactions, or conversations with the public (i.e., providing directions, general conversations, or community outreach events). However, the BWC shall be activated if any individual(s) becomes confrontational or the focus of an investigation;
 - c. While performing administrative functions or other office functions, such as report writing, after the citizen interaction has ended; or
 - d. While on breaks.
3. Code employees are not legally obligated to advise a person that they are being recorded. If asked, the Code employee shall acknowledge that the BWC is recording.
4. In all cases where a BWC is utilized, whether dispatched or self-initiated, employees shall document the use of the BWC in the narrative of the report or document created.
5. Code employees shall activate the BWC even on private property, if access to private property is granted by anyone that has the legal right to do so pursuant to Florida Statutes, Chapter 162.
 - a. Access/Permission is granted by owner/resident.
 - b. Access/Permission is granted by owner's representative who is 15 years of age or older. (The age of legal adulthood in Florida is 18 years of age. At age 15, a child is still considered minor).
 - c. If an owner/resident or citizen requests not to be recorded, (only on private property) CCO shall inform owner/resident that recording is required for all interactions per Town policy.
6. CCO's shall test their BWC's at the beginning of each shift. Employees who fail to activate the BWC, when required, shall:
 - a. Notify their immediate supervisor as soon as practicable, but no later than the end of their shift or detail; and
 - b. Document the notification provided per (a.) and the reasons for failing to activate the BWC on all reports related to the incident. When no reports/documented follow-up are required, an incident shall be documented on the BWC Shift Report Daily Spreadsheet.
7. The BWC shall only be deactivated upon the conclusion of the citizen interaction, incident or call for service. Per the above item, will the assigned BWC be activated by the CCO, supervisors, or BWC administrator at the start of a shift? Who controls the deactivation of the BWC?
8. CCOs shall only use their issued BWC or a replacement authorized and configured by the BWC CCM, or anyone designated by the CCA, or his/her designee.
9. CCOs shall notify (via email), their supervisor at the conclusion of any encounter that may generate a complaint and provide video title and category for review.
10. Viewing, Data Transfer, and Categorizing BWC Recordings.
 - a. Recordings may be viewed by:
 - 1) Code employees , Supervisors , or any staff member preparing an incident report(s)/follow-up document to ensure the accuracy and

Red = *some areas that require further attention if BWCs are considered*

- consistency of the incident documentation; and in an administrative review or court/Magistrate proceeding; and
- 2) Members of the Town Attorney's Office.
- b. Recordings may be accessed through the cloud server once all the data has been uploaded and shall be maintained by the Town's Information Technology (IT) Director pursuant to the policies and procedures developed by the Town's IT Director.
- c. Code Employees shall accurately categorize and identify BWC recordings at the conclusion of each incident, but no later than the end of their shift or detail. CCOs shall contact their CCA if they need assistance with categorization of recordings or retention guidelines.

Red = some areas that require further attention if BWCs are considered

- 1) BWC recordings may document the discovery and/or collection of evidence. Code employees or Supervisors shall categorize BWC recordings to preserve footage of evidentiary value.
 - 2) CCOs shall identify each recording with an identifier (for example, property address).
 - d. BWC devices shall be placed in a secure locations (for example, a transfer dock) as determined by the IT Director at the conclusion of each employee's on-duty or overtime shift. Once docked, the BWC shall not be removed until the upload process has been completed.
 - e. Supervisors may review video footage in the following circumstances:
 - 1) Independently or when requested by an employee to document exemplary performance and/or other praiseworthy service for appropriate recognition and commendation;
 - 2) To investigate a complaint against a CCO or a specific incident in which the CCO or CCA was involved;
 - 3) When there is a pattern of allegations of abuse, or misconduct;
 - 4) To identify videos for training purposes and instructional use; or
 - 5) When CCOs or CCAs are on probationary status; or to monitor the performance of an employee in their chain of command and/or during an officer's probationary status.
 - f. Designated supervisors, at the direction of the CCA, may conduct random audits of BWC footage to monitor compliance with the program and assess overall employee performance.
- C. BWC battery life and data storage capacity are limited but should last well beyond the length of a typical work day. A BWC with a depleted battery or depleted data capacity must be charged/docked as reasonably soon as possible. An employee charging/docking a BWC for this reason prior to the completion of a regular or overtime shift, must promptly notify his/her immediate supervisor of the BWC's status via Department email.
- D. Prohibited Actions and Conduct
 1. Prohibited Recordings – It shall be prohibited to use the BWC to intentionally record:
 - a. Personal activities;
 - b. Conversations with co-workers without their knowledge during routine non-Code Compliance enforcement activities;
 - c. Any footage in places where there is a commonly held expectation of privacy (e.g., restrooms, locker rooms, break rooms).
 2. Releasing, posting, or sharing any footage on any social media site is strictly prohibited.
 3. Making copies of any BWC recording for personal or any other use; or using a secondary recording device, such as a camera or cell phone, to record images or sound captured by the BWC is prohibited.
 4. Tampering with the BWC or employing any device, which interferes with its operation, is prohibited.
 5. Erasing, altering, modifying, or tampering with any recording captured by a BWC is prohibited.
 6. Allowing citizens to review any recordings is prohibited, except when appropriate in response to a public records request or a Magistrate/court order. CCA approval is always required.
 7. Using personal or privately-owned BWCs while working in an on-duty, off-duty or overtime capacity is prohibited.

- E. The Town Manager, Assistant Town Manager, Code Compliance Administrator (aka Community Development Director), or designee may authorize the release of specific BWC footage when he or she deems it to be in the best interest of the Town. (And/or appropriate public record request).
- F. Employees shall notify their immediate supervisor and provide details of any restricted and/or prohibited footage captured by their BWC. (A definition is needed for what is considered restricted and/or prohibited footage).
- G. Code Compliance Administrators – Responsibilities (may be designated):
1. CCAs shall ensure that employees comply with all BWC policies, procedures and training.
 2. CCAs shall document circumstances in which an employee failed to activate the BWC, improperly deactivated the BWC, or captured restricted/prohibited footage. The CCA shall prepare a Memorandum detailing the findings.
 - a. The CCA shall direct further action if he/she determines that an employee's acts were intentional or avoidable.
 - b. If the CCA determines a restricted/prohibited recording was inadvertent or unavoidable, the details of the incident shall be updated in the Memorandum.
 3. In cases where the immediate retrieval of BWC footage is required, supervisors (or CCA as applicable) shall collect the BWC from the employee and follow data transfer procedures with the help of the IT Director. Upon completion of the data transfer, the BWC shall be returned to the Code employee, and involved personnel shall be notified when the footage is available for review.
 4. CCAs shall review BWC footage in all cases where there was an injury to a CCO, citizen complaint, or any other circumstance where the recording may clarify events and provide such information along with the accident report to the Town's Human Resources Department.
 - a. If a CCO is involved in an incident that results in serious bodily harm to anyone, a CCA or CCM shall immediately take custody of the involved officer's BWC for evidence preservation purposes.
 - b. CCAs shall notify their Chain of Command of instances where a controversial citizen encounter has occurred. The employee's immediate supervisor shall review the encounter and select the appropriate classification for retention pursuant to the guidelines provided by the IT Director.
- H. IT Manager be responsible for: (IT Manager **SHALL** be responsible for)
1. Setting and maintaining user and group authority levels, passwords, and any other required configuration for the evidence storage system;
 2. Managing inventory, issuing devices, and updating device settings;
 3. Assisting with manual downloads to the external Cloud server, when necessary;
 4. Redacting recordings of restricted/prohibited footage pursuant to direction from CCA. A log shall be maintained of all deleted, copied and/or edited recordings;
 5. Managing the list of categories and notifying supervisors when users fail to categorize their BWC recordings or otherwise fail to properly use, store or maintain their departmental issued BWC;
 6. Providing support to Department employees in all aspects of the BWC and video storage system;
 7. Maintenance of an audit system that monitors and logs access to recorded data;
 8. Maintenance of a system for the management of video retention and video purging; and, (Per the appropriate record retention policy/guidelines to help meet Florida Sunshine law requirements).
 9. Conducting forensic reviews when directed by the Code Director or designee to determine whether BWC equipment and/or recorded data have been tampered.

II. Maintenance

A. User

1. Employees shall inspect and test their BWC and all associated equipment at the beginning of their shift.
2. Employees shall ensure that the BWC lens and microphone are clear of debris that may obstruct or in any way degrade images or audio.
3. Employees shall ensure the BWC battery is fully charged at the start of their shift.
4. Any damage, malfunction or other operational problem shall be reported to the employee's CCA. **(The CCO must complete a BWC Damage or Malfunctions Support Request Form where they identify specific issues identified before a replacement BWC shall be issue).**

B. CCAs

When notified that a BWC is damaged or malfunctioning, the supervisor shall inspect the device and decide whether to continue using the BWC or return it for repair or replacement. Supervisors must consider the extent of damage and the availability of spare or replacement devices.

III. Training

- A. Employees shall receive hands-on training by the CCA through pre-arranged training programs and with the assistance of the IT Director for certain training categories listed below, prior to utilizing a BWC. Initial training shall include:
 1. Thorough review of this SOP and relevant state and federal laws governing consent, evidence, privacy, and public disclosure (as provided by the Town Attorney);
 2. Hardware operation, charging, docking, malfunctions, lost or damaged equipment;
 3. Categorization, video transfer procedures, video access, security, retention guidelines, reporting improper recordings, and preparing and presenting digital evidence for the Magistrate/court; and
 4. Hands-on exercises that replicate operating the BWC.
- B. Training shall be given to the following employees:
 1. All personnel issued a BWC;
 2. Supervisors (as applicable) of officers who wear BWCs.
- C. Annual refresher training shall be provided.
- D. The BWC System Administrator shall ensure that all BWC training meets current manufacturer guidelines and specifications.

IV. Data Retention and Public Records Requests

- A. All video recordings collected using the BWC system are official record, and are the exclusive property of the Town of Lake Park. Except as specified below, all recordings shall be retained for ninety (90) days.
 1. Recorded evidence associated with the issuance of a code violation, any investigation, and/or complaint against an employee, shall be retained pursuant to the Florida General Records Retention Schedules and the Town of Lake Park Attorney's Office.
 2. Vehicle crashes involving an employee and events involving injury to an employee and/or citizen, or any recording of an event or public interaction the CCO or his/her CCA reasonably believe could lead to litigation against the CCO or the Town of Lake Park shall be retained for five (5) years.
- B. The Department will invoke appropriate exemptions set forth in Florida Statutes, Chapter 119, or any other statutory provision limiting or restricting access to video recordings or data in cases involving CCO misconduct, or any other circumstances as determined by the CCA or his/her designee.

C. Release of BWC recordings shall be governed by Chapter 119 of the Florida Statutes or other Florida or Federal law.

D. The BWC System Administrator or designee may redact exempt or confidential footage pursuant to the applicable state or federal statute prior to releasing any recording(s).

V. Discipline

Employees who fail to comply with this SOP may be subject to progressive disciplinary action up to and including termination.

Reference(s)

- Chapter 119, Public Records, Florida Statutes
- Chapter 162, County, Florida Statutes, or Municipal Code Enforcement (Town of Lake Park Code Ordinances)
- Florida General Records Retention Schedule



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

OCTOBER/NOVEMBER 2023 PRICING

**PER UNIT COST , ALL-INCLUSIVE WITH
 EQUIPMENT, SOFTWARE AND HARDWARE
 = APPROX. \$4,000 PER UNIT**

FOR THREE UNITS = APPROX. \$12,000 PER YEAR

**SAMPLE CITY OF DORAL AXON
 CONTRACT PRICING** Item 15.

Q-474373-4523

Issued: 10/31/2023

Quote Expiration: 11/13/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 210651

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
8401 NW 53rd TERRACE 8401 NW 53rd Ter Miami, FL 33166-4517 USA	Doral Police Dept. - FL 8401 NW 53rd Ter Miami FL 33166-4517 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Mickey Valenzuela Phone: Email: mickey.valenzuela@doralpd.com Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$1,862,427.00
ESTIMATED TOTAL W/ TAX	\$1,862,427.00

Discount Summary

Average Savings Per Year	\$183,977.83
TOTAL SAVINGS	\$950,552.10

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$352,195.79	\$0.00	\$352,195.79
Oct 2024	\$355,644.42	\$0.00	\$355,644.42
Oct 2025	\$369,870.19	\$0.00	\$369,870.19
Oct 2026	\$384,665.00	\$0.00	\$384,665.00
Oct 2027	\$400,051.60	\$0.00	\$400,051.60
Total	\$1,862,427.00	\$0.00	\$1,862,427.00

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$2,8 Item 15.
\$2,367,289.50
\$1,862,427.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Unlimited7+	Unlimited 7+ Bundle	167	60	\$238.38	\$193.90	\$184.85	\$1,852,197.00	\$0.00	\$1,852,197.00
A la Carte Hardware									
100775	AB4 MAGNETIC DISCONNECT CABLE	167			\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	21			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	167			\$1,698.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100678	INVESTIGATE PRO USB DONGLE	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100749	INVESTIGATE PRO DONGLE LICENSE	1	60		\$271.23	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	2		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
73478	REDACTION ASSISTANT USER LICENSE	155	2		\$9.00	\$9.00	\$2,790.00	\$0.00	\$2,790.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	2		\$24.00	\$24.00	\$7,440.00	\$0.00	\$7,440.00
ProLicense	Pro License Bundle	23	60		\$42.91	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,862,427.00	\$0.00	\$1,862,427.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	150	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	17	11/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	5	11/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	184	11/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	132	11/15/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	52	11/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	21	11/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	21	11/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	21	11/15/2023
Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	334	11/15/2023
Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	167	11/15/2023
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	167	11/15/2023
Unlimited 7+ Bundle	73309	AXON CAMERA REFRESH ONE	172	05/15/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	18	05/15/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	05/15/2026
Unlimited 7+ Bundle	73310	AXON CAMERA REFRESH TWO	172	11/15/2028
Unlimited 7+ Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	21	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100678	INVESTIGATE PRO USB DONGLE	1	10/15/2023	12/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	155	10/15/2023	12/14/2023
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	10/15/2023	12/14/2023
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	10/15/2023	12/14/2023
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	69	12/15/2023	12/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	23	12/15/2023	12/14/2028
Unlimited 7+ Bundle	100801	RECORDS OSP	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73638	STANDARDS ACCESS LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1670	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	167	12/15/2023	12/14/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	12/15/2023	12/14/2028
A la Carte	100749	INVESTIGATE PRO DONGLE LICENSE	1	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	167

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	167	11/15/2024	12/14/2028
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	5	11/15/2024	12/14/2028
Unlimited 7+ Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	21	11/15/2024	12/14/2028

Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + Gap Coverage	73478	REDACTION ASSISTANT USER LICENSE	155	\$2,790.00	\$0.00	\$2,790.00
Upfront Hardware + Gap Coverage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	155	\$7,440.00	\$0.00	\$7,440.00
Upfront Hardware + Gap Coverage	73746	PROFESSIONAL EVIDENCE.COM LICENSE	182	\$0.00	\$0.00	\$0.00
Upfront Hardware + Gap Coverage	H00001	AB4 Camera Bundle	167	\$0.00	\$0.00	\$0.00
Upfront Hardware + Gap Coverage	H00002	AB4 Multi Bay Dock Bundle	21	\$0.00	\$0.00	\$0.00
Year 1	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 1	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 1	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 1	Unlimited7+	Unlimited 7+ Bundle	167	\$341,965.79	\$0.00	\$341,965.79
Total				\$352,195.79	\$0.00	\$352,195.79

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 2	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 2	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 2	Unlimited7+	Unlimited 7+ Bundle	167	\$355,644.42	\$0.00	\$355,644.42
Total				\$355,644.42	\$0.00	\$355,644.42

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 3	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 3	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 3	Unlimited7+	Unlimited 7+ Bundle	167	\$369,870.19	\$0.00	\$369,870.19
Total				\$369,870.19	\$0.00	\$369,870.19

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 4	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 4	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Unlimited7+	Unlimited 7+ Bundle	167	\$384,665.00	\$0.00	\$384,665.00
Total				\$384,665.00	\$0.00	\$384,665.00

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
Year 5	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$0.00	\$0.00	\$0.00
Year 5	100775	AB4 MAGNETIC DISCONNECT CABLE	167	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	23	\$0.00	\$0.00	\$0.00
Year 5	Unlimited7+	Unlimited 7+ Bundle	167	\$400,051.60	\$0.00	\$400,051.60
Total				\$400,051.60	\$0.00	\$400,051.60

improperly withheld under this paragraph, the party seeking access to such document or record shall be awarded reasonable attorney's fees and costs in addition to any other remedy ordered by the court.

(e) Any videotape or video signal that, under an agreement with an agency, is produced, made, or received by, or is in the custody of, a federally licensed radio or television station or its agent is exempt from s. [119.07\(1\)](#).

(f) Agency-produced data processing software that is sensitive is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution. The designation of agency-produced software as sensitive does not prohibit an agency head from sharing or exchanging such software with another public agency.

(g)1. Information relating to communications services locations, project proposals, and challenges submitted to the Department of Commerce under s. [288.9962](#) or pursuant to a federal broadband access grant program implemented by the Department of Commerce is confidential and exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution if such information is not otherwise publicly available and the release of such information would reveal:

- a. The location or capacity of communications network facilities;
- b. Communications network areas, including geographical maps indicating actual or proposed locations of network infrastructure or facilities;
- c. The features, functions, and capabilities of communications network infrastructure and facilities;
- d. Security, including cybersecurity, of the design, construction, and operation of the communications network and associated services and products;
- e. Specific customer locations; or
- f. Sources of funding or in-kind contributions for a project.

2. This exemption does not apply to any required functions of the department under s. [288.9962](#) relating to publishing a description of the proposed unserved areas to be served and the proposed broadband Internet speeds of the areas to be served as provided by the applicant and approved by the department.

3. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. [119.15](#) and shall stand repealed on October 2, 2028, unless reviewed and saved from repeal through reenactment by the Legislature.

(2) AGENCY INVESTIGATIONS.—

(a) All criminal intelligence and criminal investigative information received by a criminal justice agency prior to January 25, 1979, is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution.

(b) Whenever criminal intelligence information or criminal investigative information held by a non-Florida criminal justice agency is available to a Florida criminal justice agency only on a confidential or similarly restricted basis, the Florida criminal justice agency may obtain and use such information in accordance with the conditions imposed by the providing agency.

(c)1. Active criminal intelligence information and active criminal investigative information are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution.

2.a. A request made by a law enforcement agency to inspect or copy a public record that is in the custody of another agency and the custodian's response to the request, and any information that would identify whether a law enforcement agency has requested or received that public record are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution, during the period in which the information constitutes active criminal intelligence information or active criminal investigative information.

b. The law enforcement agency that made the request to inspect or copy a public record shall give notice to the custodial agency when the criminal intelligence information or criminal investigative information is no longer active so that the request made by the law enforcement agency, the custodian's response to the request, and information that would identify whether the law enforcement agency had requested or received that public record are available to the public.

c. This exemption is remedial in nature, and it is the intent of the Legislature that the exemption be applied to requests for information received before, on, or after the effective date of this paragraph.

(d) Any information revealing surveillance techniques or procedures or personnel is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution. Any comprehensive inventory of state and local law enforcement

resources compiled pursuant to part I, chapter 23, and any comprehensive policies or plans compiled by a criminal justice agency pertaining to the mobilization, deployment, or tactical operations involved in responding to an emergency, as defined in s. 252.34, are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution and unavailable for inspection, except by personnel authorized by a state or local law enforcement agency, the office of the Governor, the Department of Legal Affairs, the Department of Law Enforcement, or the Division of Emergency Management as having an official need for access to the inventory or comprehensive policies or plans.

(e) Any information revealing the substance of a confession of a person arrested is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, until such time as the criminal case is finally determined by adjudication, dismissal, or other final disposition.

(f) Any information revealing the identity of a confidential informant or a confidential source is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(g)1. All complaints and other records in the custody of any agency which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap, or marital status in connection with hiring practices, position classifications, salary, benefits, discipline, discharge, employee performance, evaluation, or other related activities are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until a finding is made relating to probable cause, the investigation of the complaint becomes inactive, or the complaint or other record is made part of the official record of any hearing or court proceeding.

a. This exemption does not affect any function or activity of the Florida Commission on Human Relations.

b. Any state or federal agency that is authorized to have access to such complaints or records by any provision of law shall be granted such access in the furtherance of such agency's statutory duties.

2. If an alleged victim chooses not to file a complaint and requests that records of the complaint remain confidential, all records relating to an allegation of employment discrimination are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(h)1. The following criminal intelligence information or criminal investigative information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

a. Any information that reveals the identity of the victim of the crime of child abuse as defined by chapter 827 or that reveals the identity of a person under the age of 18 who is the victim of the crime of human trafficking proscribed in s. 787.06(3)(a).

b. Any information that may reveal the identity of a person who is a victim of any sexual offense, including a sexual offense proscribed in s. 787.06(3)(b), (d), (f), or (g), chapter 794, chapter 796, chapter 800, chapter 827, or chapter 847.

c. A photograph, videotape, or image of any part of the body of the victim of a sexual offense prohibited under s. 787.06(3)(b), (d), (f), or (g), chapter 794, chapter 796, chapter 800, s. 810.145, chapter 827, or chapter 847, regardless of whether the photograph, videotape, or image identifies the victim.

2. Criminal investigative information and criminal intelligence information made confidential and exempt under this paragraph may be disclosed by a law enforcement agency:

a. In the furtherance of its official duties and responsibilities.

b. For print, publication, or broadcast if the law enforcement agency determines that such release would assist in locating or identifying a person that such agency believes to be missing or endangered. The information provided should be limited to that needed to identify or locate the victim and not include the sexual nature of the offense committed against the person.

c. To another governmental agency in the furtherance of its official duties and responsibilities.

3. This exemption applies to such confidential and exempt criminal intelligence information or criminal investigative information held by a law enforcement agency before, on, or after the effective date of the exemption.

(i) Any criminal intelligence information or criminal investigative information that reveals the personal assets of the victim of a crime, other than property stolen or destroyed during the commission of the crime, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(j)1. Any document that reveals the identity, home or employment telephone number, home or employment address, or personal assets of the victim of a crime and identifies that person as the victim of a crime, which document is received by any agency that regularly receives information from or concerning the victims of crime, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Any information not otherwise held confidential or exempt from s. 119.07(1) which reveals the home or employment telephone number, home or employment address, or personal assets of a person who has been the victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, upon written request by the victim, which must include official verification that an applicable crime has occurred. Such information shall cease to be exempt 5 years after the receipt of the written request. Any state or federal agency that is authorized to have access to such documents by any provision of law shall be granted such access in the furtherance of such agency's statutory duties, notwithstanding this section.

2.a. Any information in a videotaped statement of a minor who is alleged to be or who is a victim of sexual battery, lewd acts, or other sexual misconduct proscribed in chapter 800 or in s. 794.011, s. 827.071, s. 847.012, s. 847.0125, s. 847.013, s. 847.0133, or s. 847.0145, which reveals that minor's identity, including, but not limited to, the minor's face; the minor's home, school, church, or employment telephone number; the minor's home, school, church, or employment address; the name of the minor's school, church, or place of employment; or the personal assets of the minor; and which identifies that minor as the victim of a crime described in this subparagraph, held by a law enforcement agency, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Any governmental agency that is authorized to have access to such statements by any provision of law shall be granted such access in the furtherance of the agency's statutory duties, notwithstanding the provisions of this section.

b. A public employee or officer who has access to a videotaped statement of a minor who is alleged to be or who is a victim of sexual battery, lewd acts, or other sexual misconduct proscribed in chapter 800 or in s. 794.011, s. 827.071, s. 847.012, s. 847.0125, s. 847.013, s. 847.0133, or s. 847.0145 may not willfully and knowingly disclose videotaped information that reveals the minor's identity to a person who is not assisting in the investigation or prosecution of the alleged offense or to any person other than the defendant, the defendant's attorney, or a person specified in an order entered by the court having jurisdiction of the alleged offense. A person who violates this provision commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(k) A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the agency has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or file charges.

(l)1. As used in this paragraph, the term:

a. "Body camera" means a portable electronic recording device that is worn on a law enforcement officer's body and that records audio and video data in the course of the officer performing his or her official duties and responsibilities.

b. "Law enforcement officer" has the same meaning as provided in s. 943.10.

c. "Personal representative" means a parent, a court-appointed guardian, an attorney, or an agent of, or a person holding a power of attorney for, a person recorded by a body camera. If a person depicted in the recording is deceased, the term also means the personal representative of the estate of the deceased person; the deceased person's surviving spouse, parent, or adult child; the deceased person's attorney or agent; or the parent or guardian of a surviving minor child of the deceased. An agent must possess written authorization of the recorded person to act on his or her behalf.

2. A body camera recording, or a portion thereof, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if the recording:

- a. Is taken within the interior of a private residence;
 - b. Is taken within the interior of a facility that offers health care, mental health care, or social services; or
 - c. Is taken in a place that a reasonable person would expect to be private.
3. Notwithstanding subparagraph 2., a body camera recording, or a portion thereof, may be disclosed by a law enforcement agency:
- a. In furtherance of its official duties and responsibilities; or
 - b. To another governmental agency in the furtherance of its official duties and responsibilities.
4. Notwithstanding subparagraph 2., a body camera recording, or a portion thereof, shall be disclosed by a law enforcement agency:
- a. To a person recorded by a body camera; however, a law enforcement agency may disclose only those portions that are relevant to the person's presence in the recording;
 - b. To the personal representative of a person recorded by a body camera; however, a law enforcement agency may disclose only those portions that are relevant to the represented person's presence in the recording;
 - c. To a person not depicted in a body camera recording if the recording depicts a place in which the person lawfully resided, dwelled, or lodged at the time of the recording; however, a law enforcement agency may disclose only those portions that record the interior of such a place.
 - d. Pursuant to a court order.
 - (I) In addition to any other grounds the court may consider in determining whether to order that a body camera recording be disclosed, the court shall consider whether:
 - (A) Disclosure is necessary to advance a compelling interest;
 - (B) The recording contains information that is otherwise exempt or confidential and exempt under the law;
 - (C) The person requesting disclosure is seeking to obtain evidence to determine legal issues in a case in which the person is a party;
 - (D) Disclosure would reveal information regarding a person that is of a highly sensitive personal nature;
 - (E) Disclosure may harm the reputation or jeopardize the safety of a person depicted in the recording;
 - (F) Confidentiality is necessary to prevent a serious and imminent threat to the fair, impartial, and orderly administration of justice;
 - (G) The recording could be redacted to protect privacy interests; and
 - (H) There is good cause to disclose all or portions of a recording.
 - (II) In any proceeding regarding the disclosure of a body camera recording, the law enforcement agency that made the recording shall be given reasonable notice of hearings and shall be given an opportunity to participate.
5. A law enforcement agency must retain a body camera recording for at least 90 days.
6. The exemption provided in subparagraph 2. applies retroactively.
7. This exemption does not supersede any other public records exemption that existed before or is created after the effective date of this exemption. Those portions of a recording which are protected from disclosure by another public records exemption shall continue to be exempt or confidential and exempt.
- (m) Criminal intelligence information or criminal investigative information that reveals the personal identifying information of a witness to a murder, as described in s. 782.04, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 2 years after the date on which the murder is observed by the witness. A criminal justice agency may disclose such information:
 1. In the furtherance of its official duties and responsibilities.
 2. To assist in locating or identifying the witness if the agency believes the witness to be missing or endangered.
 3. To another governmental agency for use in the performance of its official duties and responsibilities.
 4. To the parties in a pending criminal prosecution as required by law.
 - (n) Personal identifying information of the alleged victim in an allegation of sexual harassment or the victim of sexual harassment is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if such information identifies that person as an alleged victim or as a victim of sexual harassment. Confidentiality may be waived in writing by the alleged victim or the victim. Such information may be disclosed to another governmental

entity in the furtherance of its official duties and responsibilities. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

(o) The address of a victim of an incident of mass violence is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this paragraph, the term “incident of mass violence” means an incident in which four or more people, not including the perpetrator, are severely injured or killed by an intentional and indiscriminate act of violence of another. For purposes of this paragraph, the term “victim” means a person killed or injured during an incident of mass violence, not including the perpetrator.

(p)1. As used in this paragraph, the term:

a. “Killing of a law enforcement officer who was acting in accordance with his or her official duties” means all acts or events that cause or otherwise relate to the death of a law enforcement officer who was acting in accordance with his or her official duties, including any related acts or events immediately preceding or subsequent to the acts or events that were the proximate cause of death.

b. “Killing of a minor” means all acts or events that cause or otherwise relate to the death of a victim who has not yet reached the age of 18 at the time of the death, including any related acts or events immediately preceding or subsequent to the acts or events that were the proximate cause of the death of a victim under the age of 18, events that depict a victim under the age of 18 being killed, or events that depict the body of a victim under the age of 18 who has been killed.

c. “Killing of a victim of mass violence” means events that depict either a victim being killed or the body of a victim killed in an incident in which three or more persons, not including the perpetrator, are killed by the perpetrator of an intentional act of violence.

d. “Suicide of a person” means events that depict the suicide of a person, the body of a person whose manner of death was suicide, or any portion of such person’s body.

2.a. A photograph or video or audio recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties or the killing of a victim of mass violence is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except that a surviving spouse of the decedent may view and copy any such photograph or video recording or listen to or copy any such audio recording. If there is no surviving spouse, the surviving parents shall have access to such records. If there is no surviving spouse or parent, the adult children shall have access to such records. Nothing in this sub-subparagraph precludes a surviving spouse, parent, or adult child of the victim from sharing or publicly releasing such photograph or video or audio recording.

b. A photograph or video or audio recording that depicts or records the killing of a minor is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except that a surviving parent of the deceased minor may view and copy any such photograph or video recording or listen to or copy any such audio recording. Nothing in this sub-subparagraph precludes a surviving parent of the victim from sharing or publicly releasing such photograph or video or audio recording.

c. A photograph or video or audio recording that depicts or records the suicide of a person is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except that a surviving spouse of the deceased may view and copy any such photograph or video recording or listen to or copy any such audio recording. If there is no surviving spouse, the surviving parents must have access to such records. If there is no surviving spouse or parent, the adult children and siblings must have access to such records. This section does not preclude a surviving spouse, parent, adult child, or sibling of the victim from sharing or publicly releasing such photograph or video or audio recording.

3.a. The deceased’s surviving relative, with whom authority rests to obtain such records, may designate in writing an agent to obtain such records.

b. Notwithstanding subparagraph 2., a local governmental entity, or a state or federal agency, in furtherance of its official duties, pursuant to a written request, may view or copy a photograph or video recording or may listen to or copy an audio recording of the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person, and, unless

otherwise required in the performance of its duties, the identity of the deceased shall remain confidential and exempt.

c. The custodian of the record, or his or her designee, may not permit any other person to view or copy such photograph or video recording or listen to or copy such audio recording without a court order.

4.a. The court, upon a showing of good cause, may issue an order authorizing any person to view or copy a photograph or video recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person or to listen to or copy an audio recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person and may prescribe any restrictions or stipulations that the court deems appropriate.

b. In determining good cause, the court shall consider:

(I) Whether such disclosure is necessary for the public evaluation of governmental performance;

(II) The seriousness of the intrusion into the family's right to privacy and whether such disclosure is the least intrusive means available; and

(III) The availability of similar information in other public records, regardless of form.

c. In all cases, the viewing, copying, listening to, or other handling of a photograph or video or audio recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person must be under the direct supervision of the custodian of the record or his or her designee.

5.a. A surviving spouse shall be given reasonable notice of a petition filed with the court to view or copy a photograph or video recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties or the killing of a victim of mass violence, or to listen to or copy any such audio recording, a copy of such petition, and reasonable notice of the opportunity to be present and heard at any hearing on the matter. If there is no surviving spouse, such notice must be given to the parents of the deceased and, if there is no surviving parent, to the adult children of the deceased.

b. A surviving parent must be given reasonable notice of a petition filed with the court to view or copy a photograph or video recording that depicts or records the killing of a minor or to listen to or copy any such audio recording; a copy of such petition; and reasonable notice of the opportunity to be present and heard at any hearing on the matter.

c. A surviving spouse shall be given reasonable notice of a petition filed with the court to view or copy a photograph or video recording that depicts or records the suicide of a person, or to listen to or copy any such audio recording; a copy of such petition; and reasonable notice of the opportunity to be present and heard at any hearing on the matter. If there is no surviving spouse, such notice must be given to the parents of the deceased and, if there is no surviving parent, to the adult children and siblings of the deceased.

6.a. Any custodian of a photograph or video or audio recording that depicts or records the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person who willfully and knowingly violates this paragraph commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

b. Any person who willfully and knowingly violates a court order issued pursuant to this paragraph commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

c. A criminal or administrative proceeding is exempt from this paragraph but, unless otherwise exempted, is subject to all other provisions of chapter 119; however, this paragraph does not prohibit a court in a criminal or administrative proceeding upon good cause shown from restricting or otherwise controlling the disclosure of a killing, crime scene, or similar photograph or video or audio recording in the manner prescribed in this paragraph.

7. The exemptions in this paragraph shall be given retroactive application and shall apply to all photographs or video or audio recordings that depict or record the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person, regardless of whether the killing or suicide of the person occurred before, on, or after May 23,

2019. However, nothing in this paragraph is intended to, nor may be construed to, overturn or abrogate or alter existing orders duly entered into by any court of this state, as of the effective date of this act, which restrict or limit access to any photographs or video or audio recordings that depict or record the killing of a law enforcement officer who was acting in accordance with his or her official duties, the killing of a victim of mass violence, the killing of a minor, or the suicide of a person.

8. This paragraph applies only to such photographs and video and audio recordings held by an agency.

9. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

(q)1. As used in this paragraph, the term:

a. "Conviction integrity unit" means a unit within a state attorney's office established for the purpose of reviewing plausible claims of actual innocence.

b. "Conviction integrity unit reinvestigation information" means information or materials generated during a new investigation by a conviction integrity unit following the unit's formal written acceptance of an applicant's case. The term does not include:

(I) Information, materials, or records generated by a state attorney's office during an investigation done for the purpose of responding to motions made pursuant to Rule 3.800, Rule 3.850, or Rule 3.853, Florida Rules of Criminal Procedure, or any other collateral proceeding.

(II) Petitions by applicants to the conviction integrity unit.

(III) Criminal investigative information generated before the commencement of a conviction integrity unit investigation which is not otherwise exempt from this section.

2. Conviction integrity unit reinvestigation information is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for a reasonable period of time during an active, ongoing, and good faith investigation of a claim of actual innocence in a case that previously resulted in the conviction of the accused person and until the claim is no longer capable of further investigation. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2026, unless reviewed and saved from repeal through reenactment by the Legislature.

(r)1. As used in this paragraph, the term:

a. "DNA record" means all information associated with the collection and analysis of a person's DNA sample, including the distinguishing characteristics collectively referred to as a DNA profile, and includes a single nucleotide polymorphism and a whole genome sequencing DNA profile.

b. "Genetic genealogy" means the use of DNA testing in combination with traditional genealogical methods to infer relationships between persons and determine ancestry.

c. "Investigative genetic genealogy" means the application of genetic genealogy and law enforcement investigative techniques to develop investigative leads in unsolved violent crimes and provide investigative leads as to the identity of unidentified human remains and living unidentified missing persons.

d. "Investigative genetic genealogy information and materials" means the information, records, and DNA records created or collected by or on behalf of a law enforcement agency conducting investigative genetic genealogy research, and includes the names and personal identifying information of persons identified through the use of genealogy databases, traditional genealogical methods, or other investigative means. The term does not include the name or personal identifying information of:

(I) The donor of a biological sample attributable to a perpetrator; or

(II) A person identified through investigative genetic genealogy who is a witness to or has personal knowledge related to the crime under investigation.

e. "Traditional genealogical methods" means the use of genealogical databases and historical records to trace the family lineage of a person.

2. Investigative genetic genealogy information and materials are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

3. Notwithstanding subparagraph 2., a law enforcement agency:

a. May disclose investigative genetic genealogy information and materials in furtherance of its official duties and responsibilities or to another governmental agency in the furtherance of its official duties and responsibilities.

b. Shall disclose investigative genetic genealogy information and materials pursuant to a court order for furtherance of a criminal prosecution. If a court orders the disclosure of such information and materials, the recipient of the information and materials must maintain the confidential and exempt status of the information and materials and may only publicly disclose the information and materials as necessary for purposes of a criminal prosecution as determined by the court.

4. The exemption in this paragraph applies to investigative genetic genealogy information and materials held by an agency before, on, or after July 1, 2023.

5. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2028, unless reviewed and saved from repeal through reenactment by the Legislature.

(3) SECURITY AND FIRESAFETY.—

(a)1. As used in this paragraph, the term “security or firesafety system plan” includes all:

a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;

b. Threat assessments conducted by any agency or any private entity;

c. Threat response plans;

d. Emergency evacuation plans;

e. Sheltering arrangements; or

f. Manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.

2. A security or firesafety system plan or portion thereof for:

a. Any property owned by or leased to the state or any of its political subdivisions; or

b. Any privately owned or leased property

held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or firesafety system plans held by an agency before, on, or after April 6, 2018.

3. Information made confidential and exempt by this paragraph may be disclosed:

a. To the property owner or leaseholder;

b. In furtherance of the official duties and responsibilities of the agency holding the information;

c. To another local, state, or federal agency in furtherance of that agency’s official duties and responsibilities;

or

d. Upon a showing of good cause before a court of competent jurisdiction.

(b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

(c)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, which records are held by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to any such records held by an agency before, on, or after the effective date of this act.

3. This paragraph does not apply to comprehensive plans or site plans, or amendments thereto, which are submitted for approval or which have been approved under local land development regulations, local zoning regulations, or development-of-regional-impact review.

4. As used in this paragraph, the term:

a. "Attractions and recreation facility" means any sports, entertainment, amusement, or recreation facility, including, but not limited to, a sports arena, stadium, racetrack, tourist attraction, amusement park, or pari-mutuel facility that:

(I) For single-performance facilities:

(A) Provides single-performance facilities; or

(B) Provides more than 10,000 permanent seats for spectators.

(II) For serial-performance facilities:

(A) Provides parking spaces for more than 1,000 motor vehicles; or

(B) Provides more than 4,000 permanent seats for spectators.

b. "Entertainment or resort complex" means a theme park comprised of at least 25 acres of land with permanent exhibitions and a variety of recreational activities, which has at least 1 million visitors annually who pay admission fees thereto, together with any lodging, dining, and recreational facilities located adjacent to, contiguous to, or in close proximity to the theme park, as long as the owners or operators of the theme park, or a parent or related company or subsidiary thereof, has an equity interest in the lodging, dining, or recreational facilities or is in privity therewith. Close proximity includes an area within a 5-mile radius of the theme park complex.

c. "Industrial complex" means any industrial, manufacturing, processing, distribution, warehousing, or wholesale facility or plant, as well as accessory uses and structures, under common ownership that:

(I) Provides onsite parking for more than 250 motor vehicles;

(II) Encompasses 500,000 square feet or more of gross floor area; or

(III) Occupies a site of 100 acres or more, but excluding wholesale facilities or plants that primarily serve or deal onsite with the general public.

d. "Retail and service development" means any retail, service, or wholesale business establishment or group of establishments which deals primarily with the general public onsite and is operated under one common property ownership, development plan, or management that:

(I) Encompasses more than 400,000 square feet of gross floor area; or

(II) Provides parking spaces for more than 2,500 motor vehicles.

e. "Office development" means any office building or park operated under common ownership, development plan, or management that encompasses 300,000 or more square feet of gross floor area.

f. "Health care facility" means a hospital, ambulatory surgical center, nursing home, hospice, or intermediate care facility for the developmentally disabled.

g. "Hotel or motel development" means any hotel or motel development that accommodates 350 or more units.

(d) Information relating to the Nationwide Public Safety Broadband Network established pursuant to 47 U.S.C. ss. 1401 et seq., held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if release of such information would reveal:

1. The design, development, construction, deployment, and operation of network facilities;

2. Network coverage, including geographical maps indicating actual or proposed locations of network infrastructure or facilities;

3. The features, functions, and capabilities of network infrastructure and facilities;

4. The features, functions, and capabilities of network services provided to first responders, as defined in s. 112.1815, and other network users;

5. The design, features, functions, and capabilities of network devices provided to first responders and other network users; or

6. Security, including cybersecurity, of the design, construction, and operation of the network and associated services and products.

(e)1.a. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the structural elements of 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication services, or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

b. Geographical maps indicating the actual or proposed locations of 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio services, or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the structural elements of 911, E911, or public safety radio communication system infrastructure or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency, and geographical maps indicating actual or proposed locations of 911, E911, or public safety radio communication system infrastructure or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency, before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

b. To a licensed architect, engineer, or contractor who is performing work on or related to the 911, E911, or public safety radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication services, or other 911, E911, or public safety radio communication structures or facilities owned and operated by an agency; or

c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information must maintain the exempt status of the information.

5. For purposes of this paragraph, the term “public safety radio” is defined as the means of communication between and among 911 public safety answering points, dispatchers, and first responder agencies using those portions of the radio frequency spectrum designated by the Federal Communications Commission under 47 C.F.R. part 90 for public safety purposes.

6. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2025, unless reviewed and saved from repeal through reenactment by the Legislature.

(4) AGENCY PERSONNEL INFORMATION.—

(a)1. The social security numbers of all current and former agency employees which are held by the employing agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. The social security numbers of current and former agency employees may be disclosed by the employing agency:

a. If disclosure of the social security number is expressly required by federal or state law or a court order.

b. To another agency or governmental entity if disclosure of the social security number is necessary for the receiving agency or entity to perform its duties and responsibilities.

c. If the current or former agency employee expressly consents in writing to the disclosure of his or her social security number.

(b)1. Medical information pertaining to a prospective, current, or former officer or employee of an agency which, if disclosed, would identify that officer or employee is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. However, such information may be disclosed if the person to whom the information pertains or the person's legal representative provides written permission or pursuant to court order.

2.a. Personal identifying information of a dependent child of a current or former officer or employee of an agency, which dependent child is insured by an agency group insurance plan, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this exemption, "dependent child" has the same meaning as in s. 409.2554.

b. This exemption is remedial in nature and applies to such personal identifying information held by an agency before, on, or after the effective date of this exemption.

(c) Any information revealing undercover personnel of any criminal justice agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(d)1. For purposes of this paragraph, the term:

a. "Home addresses" means the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

b. "Judicial assistant" means a court employee assigned to the following class codes: 8140, 8150, 8310, and 8320.

c. "Telephone numbers" includes home telephone numbers, personal cellular telephone numbers, personal pager telephone numbers, and telephone numbers associated with personal communications devices.

2.a. The home addresses, telephone numbers, dates of birth, and photographs of active or former sworn law enforcement personnel or of active or former civilian personnel employed by a law enforcement agency, including correctional and correctional probation officers, personnel of the Department of Children and Families whose duties include the investigation of abuse, neglect, exploitation, fraud, theft, or other criminal activities, personnel of the Department of Health whose duties are to support the investigation of child abuse or neglect, and personnel of the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

b. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Department of Financial Services whose duties include the investigation of fraud, theft, workers' compensation coverage requirements and compliance, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

c. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Office of Financial Regulation's Bureau of Financial Investigations whose duties include the investigation of fraud, theft, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

d. The home addresses, telephone numbers, dates of birth, and photographs of current or former firefighters certified in compliance with s. 633.408; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

e. The home addresses, dates of birth, and telephone numbers of current or former justices of the Supreme Court, district court of appeal judges, circuit court judges, and county court judges and current judicial assistants; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former justices and judges and current judicial assistants; and the names and locations of schools and day care facilities attended by the children of current or former justices and judges¹ and current judicial assistants are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2028, unless reviewed and saved from repeal through reenactment by the Legislature.

f. The home addresses, telephone numbers, dates of birth, and photographs of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; and the names and locations of schools and day care facilities attended by the children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

g. The home addresses, dates of birth, and telephone numbers of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; and the names and locations of schools and day care facilities attended by the children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

h. The home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

i. The home addresses, telephone numbers, dates of birth, and photographs of current or former code enforcement officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

j. The home addresses, telephone numbers, places of employment, dates of birth, and photographs of current or former guardians ad litem, as defined in s. 39.01; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such persons; and the names and locations of schools and day care facilities attended by the children of such persons are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

k. The home addresses, telephone numbers, dates of birth, and photographs of current or former juvenile probation officers, juvenile probation supervisors, detention superintendents, assistant detention superintendents, juvenile justice detention officers I and II, juvenile justice detention officer supervisors, juvenile justice residential

officers, juvenile justice residential officer supervisors I and II, juvenile justice counselors, juvenile justice counselor supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors of the Department of Juvenile Justice; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

l. The home addresses, telephone numbers, dates of birth, and photographs of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; and the names and locations of schools and day care facilities attended by the children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

m. The home addresses, telephone numbers, dates of birth, and photographs of current or former investigators or inspectors of the Department of Business and Professional Regulation; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such current or former investigators and inspectors; and the names and locations of schools and day care facilities attended by the children of such current or former investigators and inspectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

n. The home addresses, telephone numbers, and dates of birth of county tax collectors; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such tax collectors; and the names and locations of schools and day care facilities attended by the children of such tax collectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

o. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel of the Department of Health whose duties include, or result in, the determination or adjudication of eligibility for social security disability benefits, the investigation or prosecution of complaints filed against health care practitioners, or the inspection of health care practitioners or health care facilities licensed by the Department of Health; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

p. The home addresses, telephone numbers, dates of birth, and photographs of current or former impaired practitioner consultants who are retained by an agency or current or former employees of an impaired practitioner consultant whose duties result in a determination of a person's skill and safety to practice a licensed profession; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such consultants or their employees; and the names and locations of schools and day care facilities attended by the children of such consultants or employees are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

q. The home addresses, telephone numbers, dates of birth, and photographs of current or former emergency medical technicians or paramedics certified under chapter 401; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such emergency medical technicians or paramedics; and the names and locations of schools and day care facilities attended by the children of such emergency medical technicians or paramedics are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

r. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel employed in an agency's office of inspector general or internal audit department whose duties include auditing or investigating waste, fraud, abuse, theft, exploitation, or other activities that could lead to criminal prosecution or administrative discipline; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care

facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

s. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility; the home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this sub-subparagraph, the term “addiction treatment facility” means a county government, or agency thereof, that is licensed pursuant to s. 397.401 and provides substance abuse prevention, intervention, or clinical treatment, including any licensed service component described in s. 397.311(27).

t. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, and clinical employees of a child advocacy center that meets the standards of s. 39.3035(2) and fulfills the screening requirement of s. 39.3035(3), and the members of a Child Protection Team as described in s. 39.303 whose duties include supporting the investigation of child abuse or sexual abuse, child abandonment, child neglect, and child exploitation or to provide services as part of a multidisciplinary case review team; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel and members; and the names and locations of schools and day care facilities attended by the children of such personnel and members are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

u. The home addresses, telephone numbers, places of employment, dates of birth, and photographs of current or former staff and domestic violence advocates, as defined in s. 90.5036(1)(b), of domestic violence centers certified by the Department of Children and Families under chapter 39; the names, home addresses, telephone numbers, places of employment, dates of birth, and photographs of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

v. The home addresses, telephone numbers, dates of birth, and photographs of current or former inspectors or investigators of the Department of Agriculture and Consumer Services; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former inspectors or investigators; and the names and locations of schools and day care facilities attended by the children of current or former inspectors or investigators are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2028, unless reviewed and saved from repeal through reenactment by the Legislature.

w. The home addresses, telephone numbers, dates of birth, and photographs of current county attorneys, assistant county attorneys, deputy county attorneys, city attorneys, assistant city attorneys, and deputy city attorneys; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of current county attorneys, assistant county attorneys, deputy county attorneys, city attorneys, assistant city attorneys, and deputy city attorneys; and the names and locations of schools and day care facilities attended by the children of current county attorneys, assistant county attorneys, deputy county attorneys, city attorneys, assistant city attorneys, and deputy city attorneys are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption does not apply to a county attorney, assistant county attorney, deputy county attorney, city attorney, assistant city attorney, or deputy city attorney who qualifies as a candidate for election to public office. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

x. The home addresses, telephone numbers, dates of birth, and photographs of current or former commissioners of the Florida Gaming Control Commission; the names, home addresses, telephone numbers, dates of birth, photographs, and places of employment of the spouses and children of such current or former commissioners; and the names and locations of schools and day care facilities attended by the children of such

current or former commissioners are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

y. The home addresses, telephone numbers, dates of birth, and photographs of current clerks of the circuit court, deputy clerks of the circuit court, and clerk of the circuit court personnel; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current clerks of the circuit court, deputy clerks of the circuit court, and clerk of the circuit court personnel; and the names and locations of schools and day care facilities attended by the children of current clerks of the circuit court, deputy clerks of the circuit court, and clerk of the circuit court personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

3. An agency that is the custodian of the information specified in subparagraph 2. and that is not the employer of the officer, employee, justice, judge, or other person specified in subparagraph 2. must maintain the exempt status of that information only if the officer, employee, justice, judge, other person, or employing agency of the designated employee submits a written and notarized request for maintenance of the exemption to the custodial agency. The request must state under oath the statutory basis for the individual’s exemption request and confirm the individual’s status as a party eligible for exempt status.

4.a. A county property appraiser, as defined in s. 192.001(3), or a county tax collector, as defined in s. 192.001(4), who receives a written and notarized request for maintenance of the exemption pursuant to subparagraph 3. must comply by removing the name of the individual with exempt status and the instrument number or Official Records book and page number identifying the property with the exempt status from all publicly available records maintained by the property appraiser or tax collector. For written requests received on or before July 1, 2021, a county property appraiser or county tax collector must comply with this sub-subparagraph by October 1, 2021. A county property appraiser or county tax collector may not remove the street address, legal description, or other information identifying real property within the agency’s records so long as a name or personal information otherwise exempt from inspection and copying pursuant to this section is not associated with the property or otherwise displayed in the public records of the agency.

b. Any information restricted from public display, inspection, or copying under sub-subparagraph a. must be provided to the individual whose information was removed.

5. An officer, an employee, a justice, a judge, or other person specified in subparagraph 2. may submit a written request for the release of his or her exempt information to the custodial agency. The written request must be notarized and must specify the information to be released and the party authorized to receive the information. Upon receipt of the written request, the custodial agency must release the specified information to the party authorized to receive such information.

6. The exemptions in this paragraph apply to information held by an agency before, on, or after the effective date of the exemption.

7. Information made exempt under this paragraph may be disclosed pursuant to s. 28.2221 to a title insurer authorized pursuant to s. 624.401 and its affiliates as defined in s. 624.10; a title insurance agent or title insurance agency as defined in s. 626.841(1) or (2), respectively; or an attorney duly admitted to practice law in this state and in good standing with The Florida Bar.

8. The exempt status of a home address contained in the Official Records is maintained only during the period when a protected party resides at the dwelling location. Upon conveyance of real property after October 1, 2021, and when such real property no longer constitutes a protected party’s home address as defined in sub-subparagraph 1.a., the protected party must submit a written request to release the removed information to the county recorder. The written request to release the removed information must be notarized, must confirm that a protected party’s request for release is pursuant to a conveyance of his or her dwelling location, and must specify the Official

Records book and page, instrument number, or clerk's file number for each document containing the information to be released.

9. Upon the death of a protected party as verified by a certified copy of a death certificate or court order, any party can request the county recorder to release a protected decedent's removed information unless there is a related request on file with the county recorder for continued removal of the decedent's information or unless such removal is otherwise prohibited by statute or by court order. The written request to release the removed information upon the death of a protected party must attach the certified copy of a death certificate or court order and must be notarized, must confirm the request for release is due to the death of a protected party, and must specify the Official Records book and page number, instrument number, or clerk's file number for each document containing the information to be released. A fee may not be charged for the release of any document pursuant to such request.

(e)1. As used in this paragraph, the term "law enforcement geolocation information" means information collected using a global positioning system or another mapping, locational, or directional information system that allows tracking of the location or movement of a law enforcement officer or a law enforcement vehicle.

2. Law enforcement geolocation information held by a law enforcement agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to such information held by an agency before, on, or after the effective date of the exemption. This exemption does not apply to uniform traffic citations, crash reports, homicide reports, arrest reports, incident reports, or any other official reports issued by an agency which contain law enforcement geolocation information.

3. A law enforcement agency shall disclose law enforcement geolocation information in the following instances:

- a. Upon a request from a state or federal law enforcement agency;
- b. When a person files a petition with the circuit court in the jurisdiction where the agency having custody of the requested law enforcement geolocation information is located specifying the reasons for requesting such information and the court, upon a showing of good cause, issues an order authorizing the release of the law enforcement geolocation information. In all cases in which the court releases law enforcement geolocation information under this sub-subparagraph, such information must be viewed or copied under the direct supervision of the custodian of the record or his or her designee; or
- c. When law enforcement geolocation information is requested for use in a criminal, civil, or administrative proceeding. This sub-subparagraph does not prohibit a court in such a criminal, civil, or administrative proceeding, upon a showing of good cause, from restricting or otherwise controlling the disclosure of such information.

4. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

(5) OTHER PERSONAL INFORMATION.—

(a)1.a. The Legislature acknowledges that the social security number was never intended to be used for business purposes but was intended to be used solely for the administration of the federal Social Security System. The Legislature is further aware that over time this unique numeric identifier has been used extensively for identity verification purposes and other legitimate consensual purposes.

b. The Legislature recognizes that the social security number can be used as a tool to perpetuate fraud against an individual and to acquire sensitive personal, financial, medical, and familial information, the release of which could cause great financial or personal harm to an individual.

c. The Legislature intends to monitor the use of social security numbers held by agencies in order to maintain a balanced public policy.

2.a. An agency may not collect an individual's social security number unless the agency has stated in writing the purpose for its collection and unless it is:

- (I) Specifically authorized by law to do so; or
- (II) Imperative for the performance of that agency's duties and responsibilities as prescribed by law.

b. An agency shall identify in writing the specific federal or state law governing the collection, use, or release of social security numbers for each purpose for which the agency collects the social security number, including any

authorized exceptions that apply to such collection, use, or release. Each agency shall ensure that the collection, use, or release of social security numbers complies with the specific applicable federal or state law.

c. Social security numbers collected by an agency may not be used by that agency for any purpose other than the purpose provided in the written statement.

3. An agency collecting an individual's social security number shall provide that individual with a copy of the written statement required in subparagraph 2. The written statement also shall state whether collection of the individual's social security number is authorized or mandatory under federal or state law.

4. Each agency shall review whether its collection of social security numbers is in compliance with subparagraph 2. If the agency determines that collection of a social security number is not in compliance with subparagraph 2., the agency shall immediately discontinue the collection of social security numbers for that purpose.

5. Social security numbers held by an agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to social security numbers held by an agency before, on, or after the effective date of this exemption. This exemption does not supersede any federal law prohibiting the release of social security numbers or any other applicable public records exemption for social security numbers existing prior to May 13, 2002, or created thereafter.

6. Social security numbers held by an agency may be disclosed if any of the following apply:

- a. The disclosure of the social security number is expressly required by federal or state law or a court order.
- b. The disclosure of the social security number is necessary for the receiving agency or governmental entity to perform its duties and responsibilities.
- c. The individual expressly consents in writing to the disclosure of his or her social security number.
- d. The disclosure of the social security number is made to comply with the USA Patriot Act of 2001, Pub. L. No. 107-56, or Presidential Executive Order 13224.
- e. The disclosure of the social security number is made to a commercial entity for the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq.; the Fair Credit Reporting Act, 15 U.S.C. ss. 1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. ss. 6801 et seq., provided that the authorized commercial entity complies with the requirements of this paragraph.
- f. The disclosure of the social security number is for the purpose of the administration of health benefits for an agency employee or his or her dependents.
- g. The disclosure of the social security number is for the purpose of the administration of a pension fund administered for the agency employee's retirement fund, deferred compensation plan, or defined contribution plan.
- h. The disclosure of the social security number is for the purpose of the administration of the Uniform Commercial Code by the office of the Secretary of State.

7.a. For purposes of this subsection, the term:

(I) "Commercial activity" means the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq.; the Fair Credit Reporting Act, 15 U.S.C. ss. 1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. ss. 6801 et seq., or verification of the accuracy of personal information received by a commercial entity in the normal course of its business, including identification or prevention of fraud or matching, verifying, or retrieving information. It does not include the display or bulk sale of social security numbers to the public or the distribution of such numbers to any customer that is not identifiable by the commercial entity.

(II) "Commercial entity" means any corporation, partnership, limited partnership, proprietorship, sole proprietorship, firm, enterprise, franchise, or association that performs a commercial activity in this state.

b. An agency may not deny a commercial entity engaged in the performance of a commercial activity access to social security numbers, provided the social security numbers will be used only in the performance of a commercial activity and provided the commercial entity makes a written request for the social security numbers. The written request must:

- (I) Be verified as provided in s. 92.525;

(II) Be legibly signed by an authorized officer, employee, or agent of the commercial entity;

(III) Contain the commercial entity's name, business mailing and location addresses, and business telephone number; and

(IV) Contain a statement of the specific purposes for which it needs the social security numbers and how the social security numbers will be used in the performance of a commercial activity, including the identification of any specific federal or state law that permits such use.

c. An agency may request any other information reasonably necessary to verify the identity of a commercial entity requesting the social security numbers and the specific purposes for which the numbers will be used.

8.a. Any person who makes a false representation in order to obtain a social security number pursuant to this paragraph, or any person who willfully and knowingly violates this paragraph, commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

b. Any public officer who violates this paragraph commits a noncriminal infraction, punishable by a fine not exceeding \$500 per violation.

9. Any affected person may petition the circuit court for an order directing compliance with this paragraph.

(b) Bank account numbers and debit, charge, and credit card numbers held by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to bank account numbers and debit, charge, and credit card numbers held by an agency before, on, or after the effective date of this exemption.

(c)1. For purposes of this paragraph, the term:

a. "Child" means any person younger than 18 years of age.

b. "Government-sponsored recreation program" means a program for which an agency assumes responsibility for a child participating in that program, including, but not limited to, after-school programs, athletic programs, nature programs, summer camps, or other recreational programs.

2. Information that would identify or locate a child who participates in a government-sponsored recreation program is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

3. Information that would identify or locate a parent or guardian of a child who participates in a government-sponsored recreation program is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

4. This exemption applies to records held before, on, or after the effective date of this exemption.

(d) All records supplied by a telecommunications company, as defined by s. 364.02, to an agency which contain the name, address, and telephone number of subscribers are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(e) Any information provided to an agency for the purpose of forming ridesharing arrangements, which information reveals the identity of an individual who has provided his or her name for ridesharing, as defined in s. 341.031, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(f)1. The following information held by the Department of Commerce, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

a. Medical history records and information related to health or property insurance provided by an applicant for or a participant in a federal, state, or local housing assistance program.

b. Property photographs and personal identifying information of an applicant for or a participant in a federal, state, or local housing assistance program for the purpose of disaster recovery assistance for a presidentially declared disaster.

2. Governmental entities or their agents shall have access to such confidential and exempt records and information for the purpose of auditing federal, state, or local housing programs or housing assistance programs.

3. Such confidential and exempt records and information may be used in any administrative or judicial proceeding, provided such records are kept confidential and exempt unless otherwise ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2025, unless reviewed and saved from repeal through reenactment by the Legislature.

(g) Biometric identification information held by an agency before, on, or after the effective date of this exemption is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. As used in this paragraph, the term “biometric identification information” means:

1. Any record of friction ridge detail;
2. Fingerprints;
3. Palm prints; and
4. Footprints.

(h)1. Personal identifying information of an applicant for or a recipient of paratransit services which is held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to personal identifying information of an applicant for or a recipient of paratransit services which is held by an agency before, on, or after the effective date of this exemption.

3. Confidential and exempt personal identifying information shall be disclosed:

- a. With the express written consent of the applicant or recipient or the legally authorized representative of such applicant or recipient;
- b. In a medical emergency, but only to the extent that is necessary to protect the health or life of the applicant or recipient;
- c. By court order upon a showing of good cause; or
- d. To another agency in the performance of its duties and responsibilities.

(i)1. For purposes of this paragraph, “identification and location information” means the:

- a. Home address, telephone number, and photograph of a current or former United States attorney, assistant United States attorney, judge of the United States Courts of Appeal, United States district judge, or United States magistrate;
- b. Home address, telephone number, photograph, and place of employment of the spouse or child of such attorney, judge, or magistrate; and
- c. Name and location of the school or day care facility attended by the child of such attorney, judge, or magistrate.

2. Identification and location information held by an agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if such attorney, judge, or magistrate submits to an agency that has custody of the identification and location information:

- a. A written request to exempt such information from public disclosure; and
- b. A written statement that he or she has made reasonable efforts to protect the identification and location information from being accessible through other means available to the public.

(j) Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption.

(k)1. For purposes of this paragraph, the term:

a. “Identification and location information” means the:

- (I) Home addresses, telephone numbers, and dates of birth of current and former military personnel, and the telephone numbers associated with the personal communication devices of current and former military personnel.
- (II) Home addresses, telephone numbers, and dates of birth of the spouses and dependents of current and former military personnel, and the telephone numbers associated with the personal communication devices of such spouses and dependents.

(III) Names and locations of schools attended by the spouses of current and former military personnel and schools or day care facilities attended by dependents of current and former military personnel.

b. “Military personnel” means persons employed by the United States Department of Defense who are authorized to access information that is deemed “secret” or “top secret” by the Federal Government or who are servicemembers of a special operations force.

c. “Special operations force” has the same meaning as provided in s. 943.10(22).

2. Identification and location information held by an agency is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution if the current or former military personnel member submits to an agency that has custody of the identification and location information:

- a. A written request to exempt the identification and location information from public disclosure; and
- b. A written statement that he or she has made reasonable efforts to protect the identification and location information from being accessible through other means available to the public.

3. This exemption applies to identification and location information held by an agency before, on, or after the effective date of this exemption.

4. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. [119.15](#) and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

History.—s. 4, ch. 75-225; ss. 2, 3, 4, 6, ch. 79-187; s. 1, ch. 82-95; s. 1, ch. 83-286; s. 5, ch. 84-298; s. 1, ch. 85-18; s. 1, ch. 85-45; s. 1, ch. 85-86; s. 4, ch. 85-301; s. 2, ch. 86-11; s. 1, ch. 86-21; s. 1, ch. 86-109; s. 2, ch. 88-188; s. 1, ch. 88-384; s. 1, ch. 89-80; s. 63, ch. 90-136; s. 4, ch. 90-211; s. 78, ch. 91-45; s. 1, ch. 91-96; s. 1, ch. 91-149; s. 90, ch. 92-152; s. 1, ch. 93-87; s. 2, ch. 93-232; s. 3, ch. 93-404; s. 4, ch. 93-405; s. 1, ch. 94-128; s. 3, ch. 94-130; s. 1, ch. 94-176; s. 1419, ch. 95-147; ss. 1, 3, ch. 95-170; s. 4, ch. 95-207; s. 1, ch. 95-320; ss. 3, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 18, 20, 25, 29, 31, 32, 33, 34, ch. 95-398; s. 3, ch. 96-178; s. 41, ch. 96-406; s. 18, ch. 96-410; s. 1, ch. 98-9; s. 7, ch. 98-137; s. 1, ch. 98-259; s. 2, ch. 99-201; s. 27, ch. 2000-164; s. 1, ch. 2001-249; s. 29, ch. 2001-261; s. 1, ch. 2001-361; s. 1, ch. 2001-364; s. 1, ch. 2002-67; ss. 1, 3, ch. 2002-256; s. 1, ch. 2002-257; ss. 2, 3, ch. 2002-391; s. 11, ch. 2003-1; s. 1, ch. 2003-16; s. 1, ch. 2003-100; s. 1, ch. 2003-137; ss. 1, 2, ch. 2003-157; ss. 1, 2, ch. 2004-9; ss. 1, 2, ch. 2004-32; ss. 1, 3, ch. 2004-95; s. 7, ch. 2004-335; s. 4, ch. 2005-213; s. 41, ch. 2005-236; ss. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, ch. 2005-251; s. 14, ch. 2006-1; s. 1, ch. 2006-158; s. 1, ch. 2006-180; s. 1, ch. 2006-181; s. 1, ch. 2006-211; s. 1, ch. 2006-212; s. 13, ch. 2006-224; s. 1, ch. 2006-284; s. 1, ch. 2006-285; s. 1, ch. 2007-93; s. 1, ch. 2007-95; s. 1, ch. 2007-250; s. 1, ch. 2007-251; s. 1, ch. 2008-41; s. 2, ch. 2008-57; s. 1, ch. 2008-145; ss. 1, 3, ch. 2008-234; s. 1, ch. 2009-104; ss. 1, 2, ch. 2009-150; s. 1, ch. 2009-169; ss. 1, 2, ch. 2009-235; s. 1, ch. 2009-237; s. 1, ch. 2010-71; s. 1, ch. 2010-171; s. 1, ch. 2011-83; s. 1, ch. 2011-85; s. 1, ch. 2011-115; s. 1, ch. 2011-140; s. 48, ch. 2011-142; s. 1, ch. 2011-201; s. 1, ch. 2011-202; s. 1, ch. 2012-149; s. 1, ch. 2012-214; s. 1, ch. 2012-216; s. 1, ch. 2013-69; s. 119, ch. 2013-183; s. 1, ch. 2013-220; s. 1, ch. 2013-243; s. 1, ch. 2013-248; s. 1, ch. 2014-72; s. 1, ch. 2014-94; s. 1, ch. 2014-105; s. 1, ch. 2014-172; s. 1, ch. 2015-37; s. 1, ch. 2015-41; s. 1, ch. 2015-86; s. 1, ch. 2015-146; s. 1, ch. 2016-6; s. 1, ch. 2016-27; s. 1, ch. 2016-49; s. 1, ch. 2016-159; s. 1, ch. 2016-164; s. 1, ch. 2016-178; s. 1, ch. 2016-214; s. 2, ch. 2017-11; s. 1, ch. 2017-53; s. 1, ch. 2017-66; s. 1, ch. 2017-96; s. 1, ch. 2017-103; s. 1, ch. 2018-2; s. 1, ch. 2018-53; s. 1, ch. 2018-60; s. 1, ch. 2018-64; s. 1, ch. 2018-77; s. 8, ch. 2018-110; s. 1, ch. 2018-117; s. 1, ch. 2018-146; s. 1, ch. 2018-147; s. 26, ch. 2019-3; s. 1, ch. 2019-12; s. 1, ch. 2019-28; ss. 1, 3, ch. 2019-46; s. 1, ch. 2020-13; s. 1, ch. 2020-34; s. 1, ch. 2020-170; s. 1, ch. 2020-183; s. 1, ch. 2021-48; s. 1, ch. 2021-52; s. 1, ch. 2021-105; s. 30, ch. 2021-170; s. 1, ch. 2021-182; s. 3, ch. 2021-215; s. 1, ch. 2022-88; s. 1, ch. 2022-107; s. 1, ch. 2022-172; s. 1, ch. 2023-44; s. 1, ch. 2023-75; s. 1, ch. 2023-107; s. 1, ch. 2023-119; s. 1, ch. 2023-131; s. 1, ch. 2023-153; s. 1, ch. 2023-177; s. 1, ch. 2023-235; s. 1, ch. 2023-264; s. 3, ch. 2024-3; s. 16, ch. 2024-6; s. 1, ch. 2024-18; s. 1, ch. 2024-56; s. 53, ch. 2024-70; s. 1, ch. 2024-111; s. 5, ch. 2024-176; s. 1, ch. 2024-235; s. 1, ch. 2024-236; s. 1, ch. 2024-239; s. 1, ch. 2024-252.

¹**Note.**—The word “of” following the word “and” was deleted by the editors to provide contextual consistency.

Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading “Public Records.”

B. Portions former ss. 119.07(6), 119.072, and 119.0721; subparagraph (2)(g)1. former s. 119.0711(1); paragraph (2)(p) former s. 406.136.