



# Lake Park Town Commission, Florida

## Regular Commission Meeting Agenda

Wednesday, October 19, 2022 at 6:30 PM

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

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

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

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### **CALL TO ORDER/ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

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

### **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.*

### **QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):**

### **CONSENT AGENDA:**

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

- [1.](#) September 21, 2022 Final Public Budget Hearing Meeting Minutes
- [2.](#) September 21, 2022 Regular Commission Meeting Minutes
- [3.](#) October 5, 2022 Regular Commission Meeting Minutes
- [4.](#) Resolution 72-10-22 Authorizing the Mayor to Sign the 2023 Municipal Election Vote Processing Equipment Use and Election Services Agreement with the Palm Beach County Supervisor of Election for the Municipal Election Scheduled for March 14, 2023 and Selecting the County Canvassing Board to Canvass the Town's Ballots.
- [5.](#) Resolution 73-10-22 Amendment to the Town Attorney's Contract.
- [6.](#) Request to Authorize the Town Manager to Accept a Professional Services Proposal from REG Architects for the Provision of Architectural Services Required to Complete a Condition Assessment, Provide Plans & Specifications Perform Field Inspections, and Prepare Final Report Documentation Associated with the Grant-Funded Historic Preservation Town Hall Roof Replacement Project
- [7.](#) Resolution 74-10-22 Authorizing and Directing the Mayor to Execute an Easement Agreement with the Seacoast Utility Authority Granting an Easement for a Lift Station for Use by Nautilus.

**BOARD MEMBER NOMINATION:**

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

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

- [8.](#) AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**NEW BUSINESS:**

- [9.](#) Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and on Other Town-owned or Controlled Property or Rights-of-ways, Related Enforcement, and Impacts on Effective Stormwater Management.

**OLD BUSINESS:**

**PUBLIC COMMENT:**

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

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

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on November 2, 2022.



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title: September 21, 2022 Final Public Hearing on the Budget Meeting Minutes.**

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

**Approved by Town Manager**

**Date:**

10-5-22

*Vivian Mendez, Town Clerk, MMC*

**Name/Title**

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

**Recommended Motion:** I move to approve the September 21, 2022 Final Public Hearing on the Budget Meeting Minutes.





**Minutes  
Town of Lake Park, Florida  
Final Public Hearing on the  
Budget Meeting  
Wednesday, September 21, 2022 6:00 PM  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of the Final Public Hearing on the Budget Meeting on Wednesday, September 21, 2022 at 6:00 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

**PUBLIC HEARING:**

**1. Resolution 66-09-22 Adopting the Millage Rate for Fiscal Year 2022-2023.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2022/2023; PROVIDING FOR AN EFFECTIVE DATE.**

**Motion: Commissioner Linden moved to approve 66-09-22; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**2. Resolution 67-09-22 Adopting a Final Budget for Fiscal Year 2022-2023**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS**

**FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

**Motion: Commissioner Michaud moved to approve 67-09-22; Commissioner Linden seconded the motion.**

Town Manager D'Agostino explained that a \$40,000 changes was made to the Community Redevelopment Agency (CRA) budget for anticipated legal expenditures. He recommended that the funds be taken from CRA Reserves. The Commission were all in support of taking the funds from the CRA Reserve Account.

Commissioner Michaud thanked staff for keeping the budget in tacked.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**PUBLIC COMMENT:**

None

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn, the meeting adjourned at 6:11 P.M.

\_\_\_\_\_  
Mayor Michael O'Rourke

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2022



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title: September 21, 2022 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**

**Date:**

10/7/22

*Vivian Mendez, Town Clerk, MMC*

Name/Title

<b>Originating Department:</b>  <div style="text-align: center; font-weight: bold;">Town Clerk</div>	<b>Costs: \$ 0.00</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <b>Minutes Exhibits "A-B"</b>
<b>Advertised:</b> 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 S.E.  <b>Please initial one.</b>

**Recommended Motion:** I move to approve the September 21, 2022 Regular Commission Meeting Minutes.



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, September 21, 2022 6:11 P.M.**  
**Town Hall Commission Chamber,**  
**535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 21, 2022 at 6:11 P.M. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Commissioner Taylor led the pledge of allegiance.

**SPECIAL PRESENTATION/REPORT:**

**1. Elite Sports and Recreation Management Presentation.**

Mr. Steve Lusk presented to the Commission (see Exhibit "A"). Commissioner Linden asked if there were lessons after 12:00 P.M. Mr. Eric Ah-Yuen explained that they have lessons from 8:00 A.M. until Noon, and private lessons are booked during the day because it is slow due to the heat. Commissioner Linden asked clarifying questions regarding their earlier statement regarding deterring homeless activity at the parks. Mr. Ah-Yuen explained that due to the increased activity at the park, they have deterred homeless activity at the park. Commissioner Linden asked clarifying questions of staff and Mr. Ah-Yuen regarding the facility and operation of the program.

Commissioner Taylor stated that she has heard of the concerns regarding the courts, the program, and the locking the courts. She stated that it was time to give Pickleball a break. Mr. Lusk responded to the question regarding terminating the contract and the Town not following the procedure indicated in the Terms and Condition of the contract. He defended the work Elite Sports and Recreation Management has put into making a Tennis Program work in the Town. Commissioner Taylor asked questions regarding Town resident membership. Mr. Ah-Yuen stated that there were about 50 percent of their overall membership. He explained that they do not sell Tennis memberships.

Commissioner Michaud asked questions regarding their communication with Town staff. Mr. Lusk explained that they email Town staff a lot. Commissioner Michaud asked questions regarding outreach and contacting the children in Town. Mr. Ah-Yuen explained that they have done outreach to the Town schools. He explained that they are conducting free tennis lessons at Lake Park Elementary. Commissioner Michaud asked the tenure of each Tennis profession. Mr. Ah-Yuen gave a brief breakdown of each tennis profession tenure with Elite Sports.

Vice-Mayor Glas-Castro stated that based on the presentation they had not demonstrated that Tennis was their primary sport. She stated that the presentation demonstrated that

they do more Pickleball. Mr. Lusk explained that they have spent a lot of time and energy to build tennis using the Town facility; they do not want students crossing US1. Vice-Mayor Glas-Castro explained that she was not referring to students. She was referring to Town residents. Discussed ensued between the Commission and Mr. Lusk and Mr. Ah-Yuen regarding the lack of a Tennis program for Town residents.

Mayor O'Rourke commented regarding the level of service, or lack of service they are providing to the Town. He stated that this was not a Tennis first program. He recapped the all the changes that were made to the original contract and the terms and condition within the contract. Mr. Ah-Yuen clarified the list of programs offered and their schedule to residents. He stated that they are offering many more services and programs than in the past or with the prior Tennis professional. Mayor O'Rourke stated that he was a volunteer Tennis instructor many years ago and felt that the information stated by Mr. Ah-Yuen was inaccurate regarding the former programs conducted at the courts. He thanked them for the presentation.

### **PUBLIC COMMENTS:**

**Deborah Field**, Town resident expressed concerns regarding the lack of a Tennis program. She expressed concern regarding the lack of communication to get information regarding the Tennis program. She stated that there is never anyone in the building to ask questions or get information. She stated that everything was fee based and the noise of Pickleball has been consistent for two-years. She asked the Commission to revoke the contract.

### **CONSENT AGENDA**

- 2. August 22, 2022 Stakeholders Septic to Sewer Meeting Minutes.**
- 3. August 24, 2022 Commissioner Private Session and Special Call Commission Meeting Minutes.**
- 4. September 1, 2022 Commission Budget Workshop Minutes.**
- 5. September 7, 2022 Regular Commission Meeting Minutes.**
- 6. Resolution 65-09-22 Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Department of Economic Opportunity for Community Development Block Grant Mitigation Program Funding Associated with the Southern Outfall Stormwater Infrastructure Rehabilitation Project.**

**Motion: Vice-Mayor Glas-Castro moved to approve the consent agenda; Commissioner Taylor seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		

Mayor O'Rourke	X		
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Motion passed 5-0.

**PUBLIC HEARING – ORDINANCE ON SECOND HEARING:**

**7. Ordinance 12-2022 Adopting a Small Scale Plan Amendment to the Comprehensive Plan and Amending the Future Land Use Map to Change the Future Land Use Classification of 1.24 Acres of Real Property from “Public Building and Grounds” And Assigning the Future Land Use Classification of “Downtown” to the Real Property.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A SMALL SCALE PLAN AMENDMENT TO THE COMPREHENSIVE PLAN AND AMENDING THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE CLASSIFICATION OF 1.24 ACRES OF REAL PROPERTY FROM “PUBLIC BUILDINGS AND GROUNDS” AND ASSIGNING THE FUTURE LAND USE CLASSIFICATION OF “DOWNTOWN” TO THE REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager D’Agostino and Community Development Director DiTommaso explained that this was a Land Use change to 1.24 acres of real property from “Public Buildings and Grounds” to “Downtown”. She stated that this would also allow the future rezoning of the parcel into the Park Avenue Downtown District to promote the type of development that the Town Manager referenced. She stated that staff was recommending approval.

**Motion: Commissioner Linden moved to approve Ordinance 12-2022 on second reading; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

Town Attorney Baird read the Ordinance by title only.

**NEW BUSINESS:**

**8. Elite Sports and Recreation Management Notice of Termination Letter.**

Town Manager D’Agostino explained briefly how the two (2) Notice of Termination Letters were sent to Elite Sports and Recreation Management. He explained that staff and the Town Attorney had several meetings with Elite Sports staff and their attorney to

communicate the contract and that Tennis was the primary sport and Pickleball the secondary sport. The contract was included as part of the packet.

Commissioner Michaud asked about the communication with Elite Sports. Special Events Director Riunite Franks explained that the communication was rocky in the beginning, but had greatly improved since Mr. Lusk had joined their meetings on June 14<sup>th</sup>. Commissioner Michaud asked clarifying questions, in which Special Events Director Franks responded.

Commissioner Linden asked if residents have inquired to her department about Tennis and Pickleball. Special Events Director Franks stated that they do receive inquiries from time to time for both, which they then provide the person with the contact information for Elite Sports. Commissioner Linden asked if any complaints have been provided to her department. Special Events Director Franks stated that the complaints are mainly about the courts being locked.

Vice-Mayor Glas-Castro asked questions regarding monthly reports and schedules. Special Events Director Franks stated that they have not received a schedule since about May, and they are only received after a meeting has taken place. Vice-Mayor Glas-Castro referred to the language in the contract. She asked how much had the Town received for their two-tournament events per year, per the contract. Special Events Director Franks stated that the Town has not received anything regarding fundraisers. To her knowledge, the Town has only received the monthly payments of \$1,600.

#### **Public Comment:**

**Christian Cassini**, Town resident, expressed continued frustration with the lack of a Tennis program. He stated that there are no signs promoting Tennis. He stated that the Town could not have a successful Tennis program with only two Tennis courts. He suggested a separate facility for Pickleball.

**Rodney Curruthers**, Town resident, expressed concern with the lack of a Tennis program and the loss of the community spirit at the park.

**Andy New**, Town resident, expressed concern with the lack of the Tennis program and sense of community since Elite Sports took over the Tennis courts.

Vice-Mayor Glas-Castro recapped the Town's action in regards to the Notice of Termination Letter with Elite Sports. She asked if a new Notice of Termination letter was necessary. Town Attorney Baird explained that the intent was to put the operator on notice that the Town may terminate the contract. He stated that it was up to the Commission to decide. He stated that the Town Manager does not need to send another notice. He explained that there were two basis in which to terminate the contract.

- 1- For Convenience, which means the Town does not have to give a reason.
- 2- For Cause, which means the Town has to follow the subsections, which form the basis for the cause. He stated that the cause that best describes what has been expressed during the meeting is that the operator has not complied with the agreement.

He recapped the first bases “For Convenience”, in which he explained that there was some capital improvements that were expended to improve the courts. If the Town terminates For Convenience, there are some prorated amount of those expenditures, which is returned to the operator. He explained the following:

- 1<sup>st</sup> year - \$7,000 gets returned.
- 2<sup>nd</sup> year - \$5,250 gets returned.
- 3<sup>rd</sup> year - \$3,500 gets returned.
- 4<sup>th</sup> year - \$1,750 gets returned.

Town Manager D’Agostino explained that the Town has not received the capital improvements funds, so the Town would not need to return funds. Town Attorney Baird explained that Section 7.3 of the agreement, which states “The Operator agrees to provide \$8,750 to the Town for Capital Improvements”. Town Manager D’Agostino explained that the windscreens were the Town’s responsibility.

**Motion: Vice-Mayor Glas-Castro moved to terminate the agreement without cause and for the convenience to the Town; Commissioner Taylor seconded the motion.**

Mayor O’Rourke stated that the Town was not ready for a Pickleball program. He agreed with Vice-Mayor Glas-Castro’s motion, which was the best way for the Town to proceed.

Commissioner Linden asked if the Town should work with what it has and resolve the issues or place it out for Request for Proposal. He asked if they were trying to eliminate Pickleball. He stated that there was nothing in the motion to eliminate Pickleball. Town Manager D’Agostino explained that the Town could seek the second qualified contractor that responded to the Request for Proposal when Elite Sports was chosen. He asked the Commission for direction to proceed. Vice-Mayor Glas-Castro stated that the agenda item was to take action on the agreement. She suggested that staff bring back an item with next steps, which would include the Request for Proposal language modifications, or with the community desires.

Commissioner Linden asked what terminating the agreement solves. He asked clarification questions regarding locking the facility until another provided was chosen. He asked what happens to the courts if Elite Sports was no longer there.

Mayor O’Rourke clarified that the size of the Tennis courts in Kelsey Park was correct, however, the fence is closer than that of the Lake Shore Park courts. He felt that both programs could not survive in Lake Shore Park and felt that another facility would be necessary for Pickleball. He felt it was necessary to bring the item back for further discussion.

Commissioner Taylor felt that this was an opportunity to see what had worked and what had not worked and find a location for Pickleball in Town. She was hopeful that the park would be revived soon.

Commissioner Michaud felt conflicted by the situation because he played Pickleball when they began the program. He felt that the agreement included all the necessary



information to indicate that Tennis was the primary program and Pickleball the secondary program.

Commissioner Linden explained that Elite Sports violated the agreement in several ways.

Mr. Lusk addressed the Commission and thanked the residents for providing their comments. He acknowledged that he did not know any of the history regarding the agreement. He stated that Elite Sports thought they would be part of the growth that was occurring in the Town with the beautification efforts done to Kelsey and Lake Shore Parks. He understood why the residents were looking for a sense of community through the Tennis program. He stated that the sense of community is there with Pickleball. He felt slighted because they have been trying to work in good faith with the little they had. Mr. Ah-Yuen referred to the agreement and all the improvements expected to be completed by the Town within the first year, which were not done. He stated that the lack of improvements effected their productivity. He explained that they had the \$8,750 available, but nothing to put it towards.

Mayor O'Rourke clarified that the motion made was "Not for Cause" and that the community prefers not to have a mixed program. They tried to make this work, but it had not worked.

Commissioner Linden asked what prompted the 90-day termination. Town Manager D'Agostino explained that the 90-day termination was triggered by a lack of a Tennis program and communication with Elite Sports. Commissioner Linden asked if the issues were rectified once they were put on notice. Town Manager D'Agostino explained that once Mr. Lusk was onboard, the communication issues were rectified. However, the issue of a Tennis Program continued to be a concern.

Town Attorney Baird stated that this was discussion on the motion. The Mayor had already stated that the motion was "Not for Cause", therefore any further dialog between the Commission, the Town Manager and the Operator regarding what happened and when was not appropriate at this point.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

### **9. Resolution 61-09-22 Authorizing and Directing the Mayor to Execute Amendment Number 1 to the Contract between NUE Urban Concepts and the Town of Lake Park For Mobility Planning Services.**

Community Development Director Nadia DiTommaso explained the item.

**Motion: Commissioner Michaud moved to approve Resolution 61-09-22; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

#### **10. Approval for Early Morning Pours - DALFEN Project.**

Town Manager D'Agostino explained the item.

**Motion: Vice-Mayor Glas-Castro moved to approve for early morning pours – DALFEN Project; Commissioner Taylor seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

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

**Town Attorney Baird** explained that the escrow agent for 754 Park Avenue LLC delivered a \$400,000 check for the Community Redevelopment Agency. He thanked Town Manager D'Agostino for the discussion they had regarding the Community Redevelopment Agency (CRA) legal budget. He stated that in the past the CRA did not have the funds to support legal services, which was paid by the Town. He explained that as a result of his individual discussions with each Commissioner and Town Manager, they were able to increase the legal hourly rate for services. He stated that the legal services contract would be brought to an upcoming meeting to increase the hourly rate.

**Town Manager D'Agostino** made comments; see Exhibit "B". He asked the Commission to schedule a Private P3 Workshop meeting date. The Commission came to consensus to hold a Private P3 Workshop session on Tuesday, October 25, 2022 at 6:00 P.M.

**Commissioner Linden** asked for clarification regarding the Park Avenue Lane Reduction Workshop date. Public Works Director Travieso explained that the meeting date was changed to October 22<sup>nd</sup> from 10:00 A.M. until 1:00 P.M. He stated that the Rust Market was interrupted by a storm, but overall was very nice. He stated the he

attended Legislative Days in Kissimmee, which was a good session. He stated that the Transportation Committee discussed combining future transportation options with housing. He attended the Palm Beach Chamber North Mayor's Breakfast, in which our Mayor was the only one to receive a standing ovation.

**Commissioner Michaud** stated that the resident that came to the Commission meeting to discuss the trees in the Town swales behind her home wanted an update. Public Works Director Travieso explained that the Request for Proposal for the maintenance of the Town easement was currently open. He expects that a recommendation of award would come before the Commission in about 30-days. Town Manager D'Agostino asked if the fruit trees had been removed from the swale. Public Works Director Travieso explained that only the fruit trees would be removed as part of the contract. He was at the Legislative Days and serves on the Land and Economic Development Committee. He stated that Town Manager D'Agostino, as well as other representatives of Palm Beach Gardens, made a presentation pertaining to Mobility Fees. Wished his mother a happy-belayed birthday.

**Commissioner Taylor** had no comments.

**Vice-Mayor Glas-Castro** serves on the Municipal Administration Policy Committee, where the priorities continue to be community residents (also known as Sober Homes), short-term rentals, procurement, and issues related to Form 1 versus Form 6 to either exempt Cities of a certain size, a certain budget, or exempting board members from filling out the forms. She has also been appointed to the Executive Committee.

**Mayor O'Rourke** wished Town Manager D'Agostino a happy birthday. He stated that the Chamber event was loads of fun. He thanked the Commission for all their work as servants to the community.

**ADJOURNMENT**

There being no further business to come before the Commission, the meeting adjourned at 8:38 P.M.

\_\_\_\_\_  
Mayor Michael O'Rourke

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2022

# ELITE SPORTS & RECREATION MANAGEMENT

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TOWN OF LAKE PARK – TOWN MEETING (9/21/2022)

# ELITE SPORTS & RECREATION MANAGEMENT

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- Who we are / What we do
- Community Service
- Concerns / Mitigations

# WHO WE ARE ?

---

- Full-Service Management company offering recreational activities for the local community
  - Over 200 members ... non-members welcomed
- Lake Park Tennis Club (LPTC)
  - Offering Lessons, Clinics, scheduled play for local students, members, and non-members
- Pickleball Athletics Club (PAC)
  - Offering Lessons, Clinics, and Organized Play for members and non-members
- Community Service
  - Actively supporting the community of Lake Park





## LAKE PARK TENNIS CLUB CLINICS, LESSONS, PLAY

- 2 Tennis Pros offering Clinics and Lessons for players of all ages and skill levels
- Lessons and Clinics offered 7 days week
  - 7am - 12 (weekdays)
  - 8am - 12 (weekends)
- Tennis Attendance has increased each month from 97 in Jan to 216 in August
- Expect even higher attendance during winter months





## LAKE PARK TENNIS CLUB SCHOOL PROGRAMS

- 185 Lake Park children monthly in our ELO Program.
- 257 Lake Park children participated in our Tennis Activity day at Kelsey Park
- 158 Lake Park children participated in our Summer Camp tennis program at Lake Park Elementary



## LAKE PARK TENNIS CLUB CLUB SCHOOL PROGRAMS

---

- Lake Park Elementary  
Field Day 2022





## LAKE PARK TENNIS CLUB TRAINING PROFESSIONAL ATHLETES

---

- Two professional teens training at Lake Park
- Sejong Kim 14 yrs.
  - Next generation teen winning nation-wide tournaments
- Kate Kim 16 yrs.
  - Won Orange Bowl
- LPTC is putting Lake Park on the map for training young professional tennis players



## ELITE SPORTS PICKLEBALL ATHLETIC CLUB (PAC)

---

- Clinics and Lessons for players of all ages and skill levels
- Organized Open Play
  - Monday, Wednesday and Saturday mornings 8-10am
  - Tuesday and Thursday evenings 6-9pm
- Total of 12 hrs/week





## ELITE SPORTS COMMUNITY SERVICE

- Donations to local charities:
  - Parent 2 Parent
  - Kiwanis Club of Lake Park
  - Town of Lake Park Back to School Extravaganza
- Partnerships with local businesses in Lake Park:
  - JETSETV Soccer
  - Nature's Way Cafe
  - New York Pizza
  - Southern Kitchen
  - Pelican Cafe
  - Early Bird's diner
  - Earl Stewart Toyota
  - Nautilus 220



## ELITE SPORTS COMMUNITY SERVICE

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- JETSETV soccer camp
- Jennifer Johnson
  - Phys Ed at lake park elementary
- Jonathan Marcella
  - Pres JETSETV soccer



# CONCERNS / MITIGATIONS

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Working together with the Town of Lake Park



## CONCERNS / MITIGATIONS (1/5)

---

- Misuse / Abuse of Public Bathrooms
  - Elite Sports highlighted an issue with bathroom abuse / misuse that Lake Park was able to address ... things are significantly better
  - Daily activity from Elite Sports deters abuse / misuse
  - Elite Sports opens the bathrooms every morning ... 7 days a week
- Homeless
  - Elite Sports presence at Kelsey Park helped reduce the number of homeless significantly making it more attractive and safer for families and residents in the area
  - People living/sleeping in Kelsey Park and misusing public bathrooms is not good for the community
  - Imagine children/families playing in the park filled with homeless people, open trash and unusable bathrooms ... what message does it send to the community



## CONCERNS / MITIGATIONS (2/5)

- Tennis and Pickleball Surfaces
  - Cracked, worn, not attractive ... Could not get members to play/stay
  - New surface has had a direct impact on tennis
- Outdoor lighting
  - Metal halides Lights were virtually un-usable ... little/no evening play
  - New lights allow evening play especially during winter months
- Outdoor Quality Nets
  - Existing nets are worn, rusted and not designed for harsh weather
  - New nets could be Permanent ... or Moveable



## CONCERNS / MITIGATIONS (3/5)

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- Private vs. Public use of the courts
  - Not uncommon
    - Vero Beach leases public courts to Pickleball University
    - Pickle U is a Private Club on public courts
      - Both members and non-members can play
  - Open Courts are often abused / misused
    - Can cost towns more money to maintain
  - Elite Sports is revenue generating for the Town of Lake Park
    - Pay Rent ... and has invested money improving the facility
    - Community Service
    - Increased sales at local businesses



## CONCERNS / MITIGATIONS (4/5)

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- The Sound of Pickleball
  - Recognize that some people are not fond of the sound ... however many people enjoy the sound of people playing and enjoying the game
- Perspective
  - 88 decibels (roughly the level of a food blender)
  - 91 decibels (a hairdryer)
  - 94 decibels (an electric drill)
  - 103 decibels (a jet flying over you at 1,000 ft)
  - 119 decibels (children at a playground/school yard)
  - 70 decibels (sound of pickleball at 100 feet)
    - Total of 12 hrs of Organized Open play per week
    - 3 days a week (M,W,S) from 8-10 AM, 2 days week (T,Th) from 6-9 PM





## CONCERNS / MITIGATIONS (5/5)

---

- Options to help Mitigate sound
- Acoustifence®
  - Only needed on the south side of courts (120 feet)
- Outdoor Fountain between condos and courts



# THANK YOU

---

Questions?



## TOWN MANAGER COMMENTS

Item 2.

### **TOWN COMMISSION MEETING** **Wednesday, September 21, 2022**

#### **PBC Inter-local Agreement Marina Boat Trailer Parking Update**

The deadline for the Town's receipt of proposals in response to the P3 public notice for the Marina project passed with no proposals having been received by the Town. We are now on a path to partnership, as the Palm Beach County of Board of County Commissioners on September 13, 2022 agreed to our \$2.4 million payment, releasing the Town from the inter-local agreement, and agreed to provide the Town with clear title. We are requesting a P3 private session for the purpose of a joint workshop with Forest Development regarding the Comprehensive Agreement. The proposed dates for this session are October 25, 26, or 27, 2022.

#### **HUMAN RESOURCES**

##### **Town Job Openings**

- The Public Works Department is seeking a qualified individual to fill the position of Irrigation Technician. Performs maintenance, installation, and repair tasks on a variety of irrigation, mechanical, and electronic system components. Refers to a variety of documentation and materials for instruction and troubleshooting systems. Keeps filter system, fountains, and irrigation valves in highest condition. Completes maintenance and repair tasks such as piping issues, replacing water pumps, and filling rust tanks. High school diploma or equivalent is required plus a minimum of two (2) years of experience with irrigation systems. The deadline by which to apply is 5:00 p.m. on September 30, 2022.
- The Public Works Department is still seeking a qualified individual to fill the position of Maintenance Worker. High school diploma or equivalent required plus a minimum of three (3) years of related experience. Knowledge of computer applications such as Microsoft Office suite, PDF applications, email, and phone; knowledge of various trade disciplines to produce or perform quality service, repair, and maintenance; and, knowledge of occupational safety policies and procedures are required. Technical degree in specialized skill is preferred. Must have the ability to obtain a valid Florida Class B Commercial Driver's License within six (6) months from date of employment and have not lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had an adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply is 5:00 p.m. on September 30, 2022.

- The Public Works Department is still seeking qualified individuals with a valid Florida Class B commercial driver's licenses to work as Sanitation Truck Operators II. Please note that the requirement for a high school diploma or equivalent has been eliminated; however, qualified applicants must not have lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had a adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply for both positions is 5:00 p.m. on October 4, 2022.

Item 2.

Those interested in applying for any of the above positions may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) for additional information and to download an employment application.

## **PUBLIC WORKS**

1. As part of the Town's continuous efforts to improve safety and mobility in the community, we will soon publish a brief opinion survey or questionnaire to gather feedback on the public's preferences for outdoor lighting in our streets and pedestrian walkways. Your input and preferences will be considered as we implement additional improvements as recommended in the ongoing Street Lighting Study. The survey will be conducted during the month of October 2022 and a flyer with further details should reach your mailboxes later this month.
2. Additionally, the Department of Public Works announces two upcoming public outreach events. Saturday, October 8, 2022, from 10:00 a.m. to 1:00 p.m., a workshop will be held to present a design progress update for the Southern Outfall Bert Bostrom Park Green Infrastructure Project. On Saturday, October 15, 2022, 10:00 a.m. to 1:00 p.m., there will be a workshop to present a design update for the Park Avenue Lane Reduction (Road Diet) Project. The location for both events is the Commission Chambers at the Town Hall. At each workshop we welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for both projects. Direct mailers will be sent out to all residents and businesses soon and event information will also be shared on the Town's Website and social media platforms. For questions regarding these events and projects, please contact the Department of Public Works at 561-881-3345 or email [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).

## **SPECIAL EVENTS**

### **Sunset Celebration**

The Town of Lake Park will host its monthly Sunset Celebration on Friday, September 30 from 6:00 pm – 9:00 pm at the Lake Park Harbor Marina. This month's event will feature live entertainment from Americana Jones, playing some of the best folk & country songs around! There will be a full cash bar, happy hour prices, and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.



# SUNSET CELEBRATIO

Item 2.

FREE MUSIC CONCERT

FEATURING

## AMERICANA JONES



**FOOD VENDORS \* CASH BAR \* HAPPY HOUR**

**FRIDAY, SEPTEMBER 30**

**6:00 PM - 9:00 PM**

**LAKE PARK HARBOR MARINA**

**105 LAKE SHORE DRIVE**

**LAKE PARK, FL 33403**

**EVENT WILL FOLLOW CURRENT CDC GUIDELINES**

**NO OUTSIDE FOOD OR DRINKS**

**FOR MORE INFORMATION**

**CALL 561-840-0160 OR EMAIL**

**SPECIALEVENTS@LAKEPARKFLORIDA.GOV**







TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 2.

MEETING DATE: 1/21/22

**Cards must be submitted before the item is discussed!!**

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

Name: DEA FIELD

Address: 801 LAKE SHORE DR #818

If you are interested in receiving Town information through Email, please provide your E-mail address: DA5954@gmail.com

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

PICKET LINE

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.

①



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 9/21/22

**Cards must be submitted before the item is discussed!!**

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

Name: CHRISTIAN CASSINI

Address: 305 CYPRESS DR

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

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

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.

②



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 2.

MEETING DATE: 9/21/22

**Cards must be submitted before the item is discussed!!**

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

Name: Lodney Currathers

Address: 405 HAWTHORNE DRIVE FL 33613

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:

TENNIS PROGRAM

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.

3



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 9/21/22

**Cards must be submitted before the item is discussed!!**

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

Name: ANDY NEW

Address: 355 PARK AVE. LAKE PARK

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:

Elite Sports Center

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.

4





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title: October 5, 2022 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**

*[Signature]*

**Date:**

*10/10/22*

*Shaquita Edwards, Deputy Town Clerk*

*[Signature]*

**Name/Title**

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

**Recommended Motion:** I move to approve the October 5, 2022 Regular Commission Meeting Minutes.



**Minutes  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, October 5, 2022 6:47 PM  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 5, 2022 at 6:47 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, and Mary Beth Taylor, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Town Planner Anders Viane led the pledge of allegiance.

**SPECIAL PRESENTATION/REPORT:**

**1. Proclamation for William R. Polykronis, Employee of the Year for 2021.**

Mayor O'Rourke presented the proclamation to William R. Polykronis. Mr. Polykronis thanked the Town of Lake Park for recognizing him as the 2021 Employee of the Year.

**2. Progress Update on the 100% Design Specifications and Implementation Timeline for the 2nd Street Green Infrastructure (Roadside Bioswale) Project.**

Public Works Director Roberto Travieso welcomed Raul Mercado of Water Resources Management Associates (WRMA), Donaldson Hearing, Landscape Architect and Capital Projects Manager John Wille to present to the Commission (see Exhibit "A"). Brief discussion ensued regarding the project and bioswale maintenance.

**PUBLIC COMMENTS:**

Brady Drew announced that Mr. Hearing addressed many of his concerns. He suggested the Commission consider the inclusion of street trees for the future bioswale project.

Maria Berrios expressed concerns regarding the bioswale project as related to her property on Second Street.

**CONSENT AGENDA**

**3. September 14, 2022 First Public Hearing on the Budget Meeting Minutes**

**4. Resolution 69-10-22 Recognizing Florida City Government Week as October 17-23, 2022.**

**Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**PUBLIC HEARING – ORDINANCE ON FIRST HEARING:**

**5. Ordinance 13-2022 Rezoning a 1.24-Acre Parcel of Real Property from Public District to Park Avenue Downtown District.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE**

Community Development Director Nadia DiTommaso explained the item.

**Motion: Commissioner Michaud moved to approve Ordinance 13-2022 on first reading; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.



**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:****6. Ordinance 11-2022 Amending the Comprehensive Plan General Text to Include Data and Analysis and Certain Objectives and Policies within the Capital Improvements Element, New Policy 3.0 and Transportation Element.**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO THE GENERAL TEXT TO INCLUDE DATA AND ANALYSIS ADDING A NEW POLICY 3.0, AND AMENDING CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; PROVIDING FOR THE ADOPTION OF THE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager D'Agostino explained the item.

**Motion: Commissioner Linden moved to approve Ordinance 11-2022 on second reading; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

**QUASI-JUDICIAL – RESOLUTION:****7. Resolution 70-10-22 Approving a Special Exception Use for a Millwork and Woodwork Facility Known as Kasa Y Kocina Import LLC.**

Ex Parte Disclosures:

Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioners Linden, Michaud, and Taylor had no ex-parte disclosures. Attorney Baird swore-in all witnesses.

Town Planner Anders Viane presented to the Commission (see Exhibit "B"). Ms. Lisandra Palides of Kasa Y Kocina addressed the Commission and provided a brief summary of her company.

**Motion: Commissioner Linden moved to approve Resolution 70-10-22; Commissioner Taylor seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0

**Vice-Mayor Glas-Castro moved to reorder the agenda to hear New Business items 10-14 before items 8 and 9. Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0

### **NEW BUSINESS:**

#### **10. Request to Waive Fees for 100<sup>th</sup> Birthday Party in Mirror Ballroom.**

Town Manager D'Agostino explained the item.

**Motion: Commissioner Linden moved to approve the requests made by Ms. Claudette Williams to waive the fees associated with the rental of the Mirror Ballroom on Saturday, October 15, 2022; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

#### **11. Sponsorship Request from the Organizer of the Vets Day Car Show and Celebration of Life proposed for Sunday, November 13, 2022.**

Town Manager D'Agostino explained the item.

**Motion: Commissioner Michaud moved to approve the requests made by the organizer of the Vets Day Car Show and Celebration of Life to be held on Sunday, November 13, 2022 in Kelsey Park; Commissioner Taylor seconded the motion.**

Commissioner Linden announced a brief history of the Vets Day Car Show and encouraged residents to attend.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

## **12. 2022 Holiday Decorating Contest.**

Special Events Director Riunite Franks explained the item. Commissioner Linden suggested the inclusion of a QR Code on the flyer and adjusting the registration period. The Commission made comments regarding registration options and the ideas they liked.

## **13. 2022 Santa's Mailbox Program.**

Town Manager D'Agostino explained the item.

## **14. Resolution 71-10-22 Requesting the Release of Funds Held in Escrow by the Escrow Agent Deposited by 754 Park Avenue, LLC to the Lake Park Community Redevelopment Agency.**

Town Attorney Baird explained the item.

**Motion: Commissioner Michaud moved to approve Resolution 71-10-22 and return the funds to the Lake Park Community Redevelopment Agency; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0

## **9. Next Steps for Tennis and Pickleball Programs.**

Town Manager D'Agostino explained the item.

**PUBLIC COMMENTS:**

Annmarie Ruta, Riviera Beach, FL, expressed discontentment in the possible termination of Elite Sports. She advocated for Elite Sports Management Program and highlighted their positive attributes and contributions to the Town of Lake Park.

Jennifer Lynch, Lake Park, FL, advocated for Elite Sports Management Program.

Susan Meyer, Lake Park, FL, advocated for public use of the pickleball courts, especially for Town of Lake Park Residents.

Gail Harbour, Lake Park, FL, commented in support for both Tennis and Pickleball athletics.

Marilyn Padihna, Lake Park, FL, announced disappointment regarding the locked courts and Town of Lake Park Residents being required to purchase a monthly membership.

Sue Reed, Lake Park, FL, asked the Commission to consider alternatives to accommodate everyone. She also advocated for public use of the courts, and no monthly fee for Town of Lake Park Residents.

John Tranter, Stuart, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Trish Kelleher, Palm Beach Shores, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Debra Field, Lake Park, FL, advocated for only Tennis Courts in Kelsey and Lake Shore Parks. She suggested that Pickleball Athletics could resume at a different location in the Town of Lake Park.

Brian Johnson, Lake Park, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Bridget Baker, Lake Park, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Tracy Hughes, Lake Park, FL, commented in support of Pickleball Athletics Club and Elite Sports Management and public use of the courts for Town of Lake Park Residents.

Nick Stamoulis, Lake Park, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Frank Vellucci, West Palm Beach, FL, commented in support of Pickleball Athletics Club and Elite Sports Management.

Christian Cassini, Lake Park, FL, commented in support of the return of the Lake Park Tennis Community.

The Commission expressed gratitude for the Public Comments, discussed solutions to accommodate Tennis and Pickleball programs at separate locations, and the possibility of hiring a Recreation Director or a Recreation Attendant.

Town Manager D'Agostino announced the Request for Proposals process would be three to four months before providing a suggestion to the Commission. During the interim, the Town would have a structured schedule to accommodate both Tennis and Pickleball Activities for Community Play.

### **OLD BUSINESS:**

#### **8. Discussion on the Voting Format for Municipal Elections.**

Town Manager D'Agostino explained the item. Town Attorney Baird explained the difference between Ranked and Cumulative Voting systems. Town Manager D'Agostino announced that he would research companies capable of administering cumulative or ranked voting services.

### **PUBLIC COMMENTS:**

James Sullivan, Lake Park, FL, expressed concerns regarding traffic at the Old Dixie and Park Avenue Railroad Crossing.

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

**Town Attorney Baird** thanked Public Works Director Travieso for proving him with a new chair.

**Town Manager D'Agostino** announced the comments within Exhibit "C". Public Works Director Travieso announced that he had spoken with Ms. Maria Berrios regarding the tree in her swale located at 206 Foresteria Drive.

**Commissioner Linden** announced his participation in the North Chamber Education Committee and that he would be Principal for the day at Lake Park Elementary School on October 20, 2022.

**Commissioner Michaud** expressed condolences to the Zatani Family on the recent passing of Mrs. Zatani.

**Commissioner Taylor** had no comments.

**Vice-Mayor Glas-Castro** had no comments.

**Mayor O'Rourke** announced that he celebrated his birthday at Sunset Celebration and the Brewhouse Gallery. He also expressed condolences to the Zatani Family.



**ADJOURNMENT**

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 10:23 p.m.

\_\_\_\_\_  
Mayor Michael O'Rourke

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

\_\_\_\_\_  
Deputy Town Clerk, S. Edwards, MPA, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2022



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: Brady Drew

Address: 533 Seba L Palms Dr

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

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

2nd St Bioswales

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.

①



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: \_\_\_\_\_

**Cards must be submitted before the item is discussed!!**

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

Name: Maria Burkes

Address: 104 Foxstern Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: mburkes711@gmail.com

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

Access needs on 2nd Street

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.

②





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

Ann Marie would like to go first! Item 3.

**Cards must be submitted before the item is discussed!!**

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

Name: ANNMARIE KLUTH

Address: 1251 SINGER DR. SINGER FL 33153

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: JP - NEW BUSINESS PICKLEBALL & TENNIS

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.

(3)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: \_\_\_\_\_

Ann Marie's Girlfriend would like to go 2nd TOO

**Cards must be submitted before the item is discussed!!**

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

Name: Jennifer Lynch

Address: 14 EVERGREEN DR, LAKE PARK

If you are interested in receiving Town information through Email, please provide your E-mail address: jlynch@att.net

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

Pickleball New Business JP

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.

(4)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: Susan Meyer

Address: 801 Lakeshore Dr # 101 Lake Park 33403

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:

Pickleball Courts

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.

5



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: \_\_\_\_\_

**Cards must be submitted before the item is discussed!!**

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

Name: John H. H. H.

Address: 801 Lakeshore Dr Apt. 101

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:

Pickleball Courts - New Building 1 59

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.

6





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: \_\_\_\_\_

**Cards must be submitted before the item is discussed!!**

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

Name: Marilyn Paulina

Address: 801 Lake Shore Drive Dr. #110

If you are interested in receiving Town information through Email, please provide your E-mail address: Marilyn.paulina@att.net

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

Pickleball & Tennis Court Access

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.

7



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: \_\_\_\_\_

**Cards must be submitted before the item is discussed!!**

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

Name: SUE REED

Address: 801 LAKESHORE Drive Unit 110 Lake Park

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:

Pickleball/Tennis Court Access

JS9

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.

8



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: JOHN TRANTER

Address: 5735 N. OCEAN BLVD

If you are interested in receiving Town information through Email, please provide your E-mail address: 34974

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

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.

9



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: TRAVIS KELLER

Address: 125 OCEAN AVE

If you are interested in receiving Town information through Email, please provide your E-mail address: TRAVIS.KELLER@LAKEPARKFLORIDA.GOV

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

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.

10





# TOWN OF LAKE PARK PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10-5-12

**Cards must be submitted before the item is discussed!!**

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

Name: DEBRA FIELD

Address: 801 LAKE SHORE DR #18, LAKE PARK

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:

TENNIS

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.

11



# TOWN OF LAKE PARK PUBLIC COMMENT CARD

MEETING DATE: 10-5-12

**Cards must be submitted before the item is discussed!!**

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

Name: Brian Johnson

Address: 302 PINE BLVD LAKE PARK FL

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:

Football / RHC remaining in Lake Park

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.

12



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: \_\_\_\_\_

**Cards must be submitted before the item is discussed!!**

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

Name: Bridget Baker

Address: 2003 Forest Lane

If you are interested in receiving Town information through Email, please provide your E-mail address: bbaker234@hotmail.com

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

Public Ball in Liberty Park

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.

13



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 11/15/13

**Cards must be submitted before the item is discussed!!**

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

Name: Tanya Hughes

Address: 501 Lake Shore Dr #107, Lake Park 33403

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

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

Tab - Next Summer Season at Park Lake

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.

14





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10-5-22

**Cards must be submitted before the item is discussed!!**

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

Name: NICK FRAMERIS

Address: 501 LAKEVIEW DR LAKE PARK

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:

Pickleball Court Item 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.

15



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: Frank Vellucci

Address: 290 N. Olive Ave., West Palm Beach FL

If you are interested in receiving Town information through Email, please provide your E-mail address: fsu9097@gmail.com

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

Pickle Ball Court Licence

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

Pickle Ball Court Licence

**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.

16



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: \_\_\_\_\_

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

Name: CHRISTIAN CASLIN

Address: 402 CANNON 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:

TOWN CENTER

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.

17



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: \_\_\_\_\_

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

Name: LAURENCE M. HAYES

Address: 2005 SUGARCREST 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):

Livingston Railroad crossing

**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.

18





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: Oct 5 / 22

**Cards must be submitted before the item is discussed!!**

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

Name: Vilija Karla

Address: 903 Lake Shore Drive #112, Lake Park, FL 32403

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:

Open tennis courts to public  
- they are always locked  
and unavailable

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.

did not  
speak



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

**Cards must be submitted before the item is discussed!!**

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

Name: Jamel LaFrazier

Address: 903 Lake Shore Dr #112

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 the courts to remain how  
they currently are. Pickleball and tennis.

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.

did not  
speak



Exhibit "A"

## Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 2

**Agenda Title: Progress Update on the 100% Design Specifications and Implementation Timeline for the 2nd Street Green Infrastructure (Roadside Bioswale) Project.**

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

*ACTING*  
Approved by Town Manager

Date: 9/23/2022

*PT* Roberto F. Travieso/Public Works Director

Name/Title

<b>Originating Department:</b>  <b>Public Works</b>	Costs: None at this time. Funding Source: Acct. #:  <input type="checkbox"/> Finance _____	<b>Attachment 1:</b> PowerPoint Presentation on subject project design progress. <b>Attachment 2:</b> - Project Profile <b>Attachment 3:</b> - FDEP Grant Agreement
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case <i>PT</i>  <b>Please initial one.</b>

Summary Explanation/Background:

Since 2019, extensive research and advanced hydrology and hydraulic modeling conducted during the development of the Town's Stormwater Master Plan (SWMP) confirmed that the Town's storm sewer 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 2020, 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), **Attachment 2**.

**Figure 1**



**Figure 2**



The rationale for the selection of this flooding mitigation strategy is that in addition to their stormwater conveyance benefits, bioswales improve the quality of the stormwater runoff before it infiltrates the soil or is discharged to tide. They are also widely considered a more visually appealing alternative, especially if decorative, native plants are chosen. Moreover, these green spaces can provide a habitat for some wildlife species, especially birds.

Over the last two years, Town staff and stormwater consultants have worked to secure grant funding for this important project, securing grant funding for both project design and construction.

Specifically, in August 2021, the Town entered into an agreement with the Florida Department of Environmental Protection, Coastal Partnership Initiative for planning (design) grant funding in the amount of **\$30,000.00 (Attachment 3)**.

The total planning and design cost for the 2nd Street roadside bioswales project is **\$85,000.00**, which includes distributions from the following funding sources:

**DESIGN PHASE:**

Coastal Partnership Initiative Grant:	\$30,000.00
American Rescue Plan (ARPA) Expenses:	<u>\$55,000.00</u>
	<b>\$85,000.00</b>

Also in August 2021, the Town Commission approved Resolution 63-10-21, approving a Work Authorization for Water Resources Management Associates (WRMA) to develop 100% construction-ready plans for 2nd Street Roadside Bioswale Project (the Project). WRMA is one of

the Town's stormwater engineering consultant and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

Concurrently with the approval of the WRMA work authorization and to help offset the projected costs to construct the Project, Town staff applied for Florida Department of Environmental Protection (the Department), Resilient Florida Grant Program funding and was notified on February 1, 2022 that a grant award in the amount of **\$553,784.54 (with no match)** had been approved. This implementation-focused grant program is consistent with flood mitigation strategies included in the Town's SWMP.

Moreover, the Agreement associated with this award for construction funding is pending as of the date of this Agenda item.

At this time, the planning and design phase of the project is nearing completion. Accordingly, Department and WRMA Staffs, along with landscape architect and WRMA sub-contractor Coutler & Hearing, will present a progress update to highlight key project design elements, environmental and drainage efficiency benefits, planting specifications, and more (**Attachment 1**).

**Recommended Motion:** There is no recommended motion associated with this agenda item. For information purposes only.

9/22/2022

## Final Design Progress Update on the 2<sup>nd</sup> Street Green Infrastructure Roadside Bioswale Project

Roberto Travieso  
Director, Department of Public Works



## Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Raul Mercado** – Principal Engineer, WRMA
- **Michael Mercado** – Lead Design Engineer, WRMA
- **Don Hearing** -- Principal/Landscape Architect, Cotleur & Hearing
- **John Wille** – Capital Projects Manager

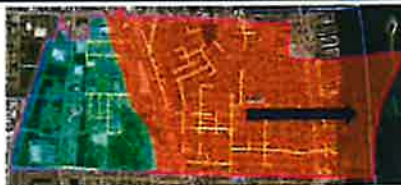
## Stormwater Management Needs Assessment Water Quantity



- Study showed that of the 10.62 miles of storm sewers (Approx. 29%) needs to be immediately (1-5 years) rehabilitated (Repaired/Replaced) and the rest within 20 years.
- Identifies key major capacity surcharge flooding problems along Southern Outfall (446 acre watershed)
- Identifies many areas without stormsewers with nuisance flooding such as along 2<sup>nd</sup> Street
- Identifies long term climate change (Sea Level Rise) challenges along 0.8 miles of LWI waterfront



## Stormwater Management Needs Assessment Water Quality



2/3 of the ToLP area Discharges untreated runoff to the impaired Lake Worth Lagoon



FDEP/NPDES Permit requires the ToLP to monitor runoff discharges from 14 outfalls



Receiving Waterbody	Table 6 Pollutant Loading Reductions (lb/year) for 1% Bioswale Bioswale BMPs					
	BOD <sub>5</sub>	TSS	TP	CU	DN	%
Lake Worth Lagoon	77,178	46,753	187	11.7	142.5	524-52
SWAN	15,241	9,444	40	2.4	29.4	10.1%
Perennial (Sewer)	18.4	11.2	0.2	0.4	0.8	2.5

Bioswales along 5% of the ToLP ROW's will reduce sediment pollutants loadings to the LWL by as much as 22% (TSS)



## Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Recommends the use of Stormwater fees exclusively to cover O&M costs (no Capital Improvements)
- Recommends the use of federal grants for project Capital Improvements



## Stormwater Master Plan Approach

### Green Infrastructure For Climate Change



**5% ROADSIDE BIOSWALES  
20-YEAR PROGRAM**

**FIRST PROJECT - BIOSWALES  
ALONG 2ND STREET ROW**

**Higher Intensity Rainfall is Causing More Frequent  
Nuisance Flooding Along 2nd Street Intersections**

## Why 2<sup>ND</sup> Street ?

- Extra pavement was added to the ROW in the past without grading
- Additional impervious area runoff creates ponding and nuisance flooding at intersections
- Opportunity for design of a GI-Based Bioswale to address nuisance flooding and water quality NPDES requirements



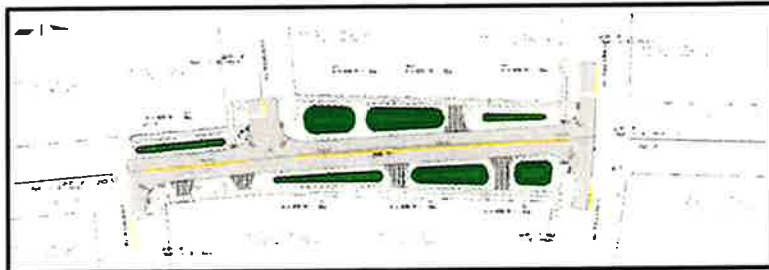
FORESTERIA DRIVE



EVERGREEN DRIVE

## Prototype Bioswale Design Solution Surface Component

- Surface (planted) bioswales captures first flush of runoff for infiltration and evapotranspiration

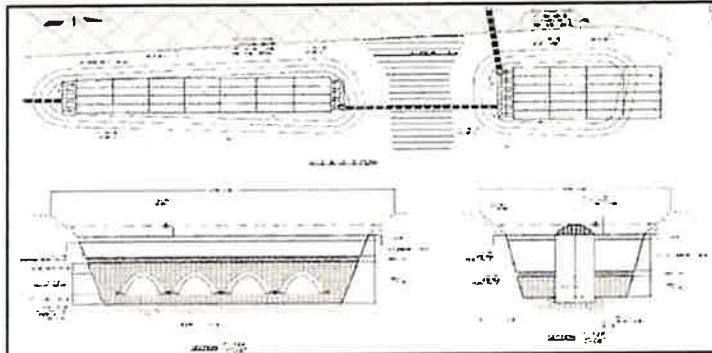


- Bioswales green-planted areas beautify the right-of-way
- Bioswales soils layers provide mulch for additional water quality treatment of runoff

## Prototype Bioswale Design Solution Underground Component



- Underground Storage Filtration Chambers provide additional runoff volume treatment capacity



- Interconnected chambers for maximum utilization of underground space
- Chambers can be accessed for maintenance to clear debris

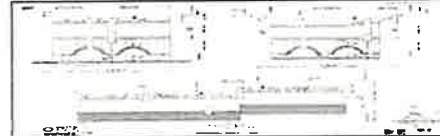
## Prototype Bioswale Design Flexibility for Green Infrastructure & Sustainability Projects



**Main Highway Corridors**



**Local Streets**



### Parking Lots

- Surface Bioswale
- Underground Chambers



### A significant component of the SWMP Green Infrastructure-Based Program

- **Bioswales**
- Biodetention Facilities
- Pervious Pavers
- Green Roofs
- Raingardens

## Project Implementation Timeline



### ■ Design & Bidding (Design partially funded by FDEP Coastal Partnership Initiative Grant)

- 100% Design Plans & Specifications: November 2022
- Final Regulatory Permits: December 2022
- Bidding Advertisement: January 2023
- Contractor Selection: February – March 2023
- Contract Negotiations: April – May 2023

### ■ Construction (Funded by Resilient Florida Grant)

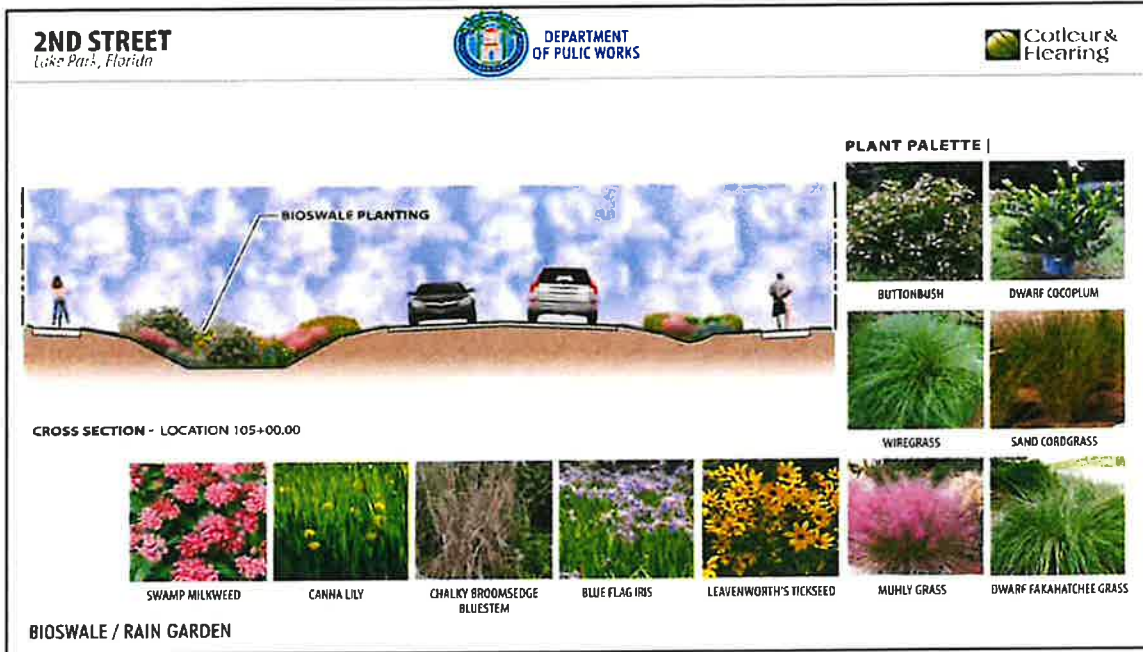
- Mobilization/Start Up: June 2023
- Completion/Close Out: June 2024



## Project Design & Landscape Renderings

DON HEARING, PLA







9/22/2022



## Questions

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: CZ419  
  
ATTACHMENT 3**

**PROJECT TITLE:** Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2<sup>nd</sup> Street Project

**GRANTEE CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Chief Elected Official or Agency Head: John D'Agostino  
Title: Town Manager  
Address: 535 Park Avenue  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3304  
E-Mail Address: jdagostino@lakeparkflorida.gov

**GRANT MANAGER CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Grant Manager: Dwayne Bell, Sr.  
Title: Operations Manager/Interim Public Works Director  
Address: 640 Old Dixie Highway  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3345  
E-Mail Address: dbell@lakeparkflorida.gov

**FISCAL AGENT CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Fiscal Agent: Lourdes Cariseo  
Title: Finance Director  
Address: 535 Park Avenue  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3351  
E-Mail Address: lcariseo@lakeparkflorida.gov

**FEID No: 59-6000355**

**DUNS No: 025113474**



**PROJECT LOCATION:** 2<sup>nd</sup> Street (Foresteria Drive to Evergreen Drive), map of project location attached.

**PROJECT BACKGROUND:** The interconnected channel and pond routing (ICPR4) H&H model developed for the Town's SWMP was used to perform hydrodynamic modeling of the rainfall/runoff process occurring throughout the watersheds. Hydrologic simulations were performed for three-year/24-hour, 10-year/24-hour, 25-year/three-day, 50-year/three-day and 100-year/three-day storm events. Results illustrate that the interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP) and high-density polyethylene (HDPE) pipes do not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than three-year frequency). Furthermore, there is localized flooding in areas (such as along 2nd Street) that do not possess a dedicated storm sewer system. This modeling aligns with real-world detrimental impacts that the Town is already experiencing.

The need is further demonstrated by the implications set forth as the result of projected climate change-based sea-level rise (SLR) by the United States Army Corps of Engineers (USACE). The change in SLR between 2019 and 2060 is estimated by USACE to be 36 inches. This corresponds to a 2060 average high tide of 2.7 feet NAVD. Once this occurs, preliminary ICPR4 H&H modeling (coded to reflect SLR of 2.7 feet) indicates that the problems being experienced today will grow in severity along the 60-inch trunk storm sewer and the 2nd Street vicinity, meaning that any drainage occurring along 2nd Street will not be able to enter the Southern Outfall by sheet flow or by pipe.

The roadside bioswales will serve two functions:

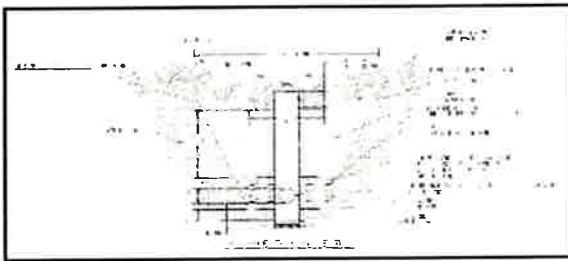
1. They will act to significantly mitigate pollutant-laden storm water runoff that otherwise would flow into the LWL and act as a natural filtration system to reduce total suspended solids.
2. They will reduce the centrality of the Southern Outfall 60-inch trunk-line pipe by diverting upstream storm water runoff sheet flow away from the main storm sewer trunk and to the underground water table aquifer, which will also introduce more resiliency into the storm water infrastructure system.

The 2nd Street project is a component of the 20-year long-term 5% Roadside Bioswale Plan that will ensure adequate resiliency and sustainability for a minimum of approximately 75% of its total land area.

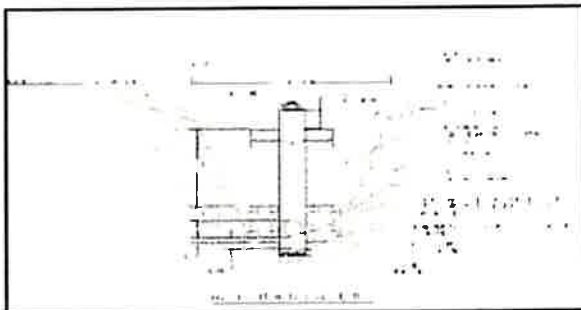
**PROJECT DESCRIPTION:** The proposed project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive. The overall goal of the project is to intercept and collect sheetflow at its source along the 2nd Street right-of-way in the vicinity of the road and prevent runoff from entering the Southern Outfall trunk (via sheet flow to inlets). Instead, the bioswales will function to intercept runoff for filtration to the water table aquifer and reduce runoff volumes through evaporation and transpiration.



Example Roaside Bio-Swales



Bioswale with Planting



Bioswale with no planting

The proposed project has two primary objectives:

1. Access the physical conditions of the topography and the soil's infiltration rates at the two affected sites (see aforementioned site locations) and the feasibility of two types of bioswale designs to direct runoff production to the groundwater table via infiltration and deep percolation and deliver untreated runoff flows that otherwise would enter the Southern Outfall via sheet flow and be transferred to the Lake Worth Lagoon. The proposed roadside GI-based bioswales will also address the increasing adverse impact of higher climate change-based rainfall intensity volumes.
2. Mitigate pollutant-laden runoff load discharge to the Lake Worth Lagoon by providing water quality treatment and infiltration of runoff to the underground aquifer.

In order to achieve these objectives, this project will focus on data collection and management and the engineering design and specifications for the bio-swales, culminating in construction documents and bid package for implementation.

#### **TASKS and DELIVERABLES:**

##### **Task #1: Data Collection and Management**

**Task Description:** The Grantee will work with Water Resources Management Associations, Inc. (WRMA), which is currently under a five-year contract with the Town. WRMA will perform topographic surveys at the two proposed sites. WRMA will also secure the services of a geotechnical engineering firm for the acquisition of the soil's physical properties data via shallow augers and/or shallow piezometer wells. This data is necessary to perform drainage infiltration analysis and determine the size of the required bioswale media for treatment of local runoff. The picture below shows the location of proposed field testing. The testing scope of work includes:



- Two (2) borehole permeability/percolation tests, usual open hole, constant head test to be performed on grassed swale areas along 2<sup>nd</sup> Street. One will be located at the southeast corner of 2<sup>nd</sup> Street and Foresteria Drive, and a second at the southwest corner of 2<sup>nd</sup> Street and Evergreen Drive.
- Two (2) 10ft deep Standard Penetration Test (SPT) borings will be performed in grassed swale areas adjacent to the previous permeability tests for minimal disruption.
- Two (2) 10ft Standard Penetration Test (SPT) borings with pavement coring reporting format. These will be performed at the intersections of 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive.

None of these field tests will be performed in environmental sensitive areas and will not require the use of any chemical pollutants.

**Deliverables:** Data Collection and Management Technical Report

Attachment 3, DEP Agreement # CZ419  
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Rev. 4/30/2018



**Task #2: Preliminary Engineering Design and Planning (30% Plans)**

**Task Description:** The Grantee will work with a professional engineer and certified floodplain management professional from WRMA that will apply the topographic and soils project data, combined with H&H design tools, to perform design plans and specifications for the two sites. WRMA will review the collected data and create 30% plans for the addition of GI-based bioswales at the two sites. This level of design entails the development of preliminary conceptual design options that could be implemented at the site depending upon major site constraints.

**Deliverables:** 30% Design Plans

**Task #3: Engineering Design and Site Layout (60%)**

**Task Description:** The Grantee will build upon the previous task to include the selection of the final bioswale placement at the two locations, include the type of, bioswales selected (bioswale with or without plantings), and any required adjustments to the road (edge of pavement, driveways, etc.).

**Deliverables:** 60% Design Plans and Quantity Takeoff Cost Estimate

**Task #4: Detailed Engineering Design (90%)**

**Task Description:** The Grantee will build upon the previous two tasks to include the preparation of design specifications and preliminary construction-ready plans. The design will also include the preparation of the project technical manual and a detailed engineer's opinion of probable cost.

**Deliverables:** 90% Design Plans and Engineer's Opinion of Probable Cost

**Task #5: Final Plans and Specifications (100%)**

**Task Description:** The Grantee will complete the design plans in preparation of the final design plans (ready for bidding/construction). Grantee will summarize project with a final report utilizing Exhibit F format.

**Deliverables:** 100% Final Ready For Construction Design Plans and Specifications, and Final Engineer's Opinion of Probable Cost. Final Report of project.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of each task and Department approval of all associated task deliverables.

**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

<b>Task No.</b>	<b>Task or Deliverable Title</b>	<b>Deliverable Due Date</b>
1	Data Collection and Management	10/31/2021
2	Pre-Liminary Engineering and Planning (30% Plans)	01/31/2022
3	Engineering Design and Site Layout (60% Plans)	04/30/2022
4	Detailed Engineering Design (90% Plans)	07/31/2022
5	Final Plans and Specifications (100% Plans)	08/31/2022

**BUDGET DETAIL BY TASK:**

<b>Categories</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Totals</b>
Contractual Services	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
Match Total	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
<b>Total</b>	<b>\$20,000</b>	<b>\$8,000</b>	<b>\$20,000</b>	<b>\$4,000</b>	<b>\$8,000</b>	<b>\$60,000</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

<b>Category Totals</b>	<b>Grant Funding Not to Exceed</b>	<b>Match Funding</b>	<b>Total Project Funding</b>
Contractual Services Total	\$30,000	\$30,000	\$60,000
<b>Total:</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$60,000</b>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project** Agreement Number: **CZ419**
2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Town of Lake Park** Entity Type: **Local Government**
- Grantee Address: **535 Park Avenue  
Lake Park, FL 33403** FEID: **59-6000355** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **12/31/22**
4. Project Number: Project Location(s):  
(If different from Agreement Number)
- Project Description: **This project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$30,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>NA21NOS4190077</b>	<b>\$30,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$30,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$60,000.00</b>

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Tiffany Herrin** Name: **Dwayne Bell**
- or successor or successor
- Address: **3900 Commonwealth Blvd. MS#235** Address: **640 Old Dixie Highway**
- Tallahassee, FL 32399** **Lake Park, FL 33403**
- Phone: **850-245-2953** Phone: **561-881-3345**
- Email: **Tiffany.Herrin@FloridaDEP.gov** Email: **dbell@lakeparkflorida.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: NA21NOS4190077 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fltds.com">https://facts.fltds.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</b>

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA21NOS4190077
Federal Award Date to Department:	7/1/21
Total Federal Funds Obligated by this Agreement:	\$30,000.00
Federal Awarding Agency:	Dept. of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

**Town of Lake Park**

**GRANTEE**

Grantee Name :

By

(Authorized Signature)

06-22-2021

Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

**Holly Stone Edmond**

Digitally signed by Holly Stone Edmond  
Date: 2021.07.07 13:40:34 -04'00'

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**Attachment 1**

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#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

#### Attachment 1

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the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division-AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division-AA/Vendors/default.htm](http://www.myfloridacfo.com/Division-AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

## Attachment 1

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acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. **Insurance Requirements for Sub-Grantees and/or Subcontractors.** The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. **Deductibles.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. **Proof of Insurance.** Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. **Duty to Maintain Coverage.** In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. **Insurance Trust.** If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. **Termination for Convenience.** When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. **Termination for Cause.** The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

**Attachment 1**

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obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. **Grantee Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. **Continuation of Prepaid Services.** If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. **Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.** If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **Attachment 1**

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**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

**Attachment 1**

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otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library/archives/records-management/general-records-schedules>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

**Attachment I**

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- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

## **Attachment 1**

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. CZ419**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is to entail the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$30,000 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

**Attachment 2**

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Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

#### **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

#### **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

#### **10. Retainage.**

No retainage is required under this Agreement.

#### **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### **12. State-owned Land.**

The work will not be performed on State-owned land.

#### **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### **14. Additional Terms.**

None



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: Wednesday, October 5

Agenda Item No. 7

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MILLWORK AND WOODWORK FACILITY KNOWN AS KASA Y KOCINA IMPORT LLC; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Approved by Town Manager

Date:

*Anders Viane*  
Anders Viane, Planner

<b>Originating Department:</b>  Community Development	Costs: \$ Legal Review / Legal Ad Funding Source: Applicant Escrow Acct. # 5641 – Kasa Y Kocina Spec Ex  <input type="checkbox"/> Finance <i>[Signature]</i>	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Resolution <u>70-10-22</u></li> <li>• Staff Report</li> <li>• Applicant Site Plan</li> <li>• Legal Ad</li> <li>• Certified letter</li> </ul> <p><b>**PLANS and additional documents associated with the project are located in a separate folder in the Dropbox**</b></p>
<b>Advertised:</b> Date: <u>8/26/22</u> Paper: <u>Palm Beach Post</u> <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 the agenda.	Yes I have notified everyone <i>[Signature]</i> (Certified mail to everyone within 300 feet) or Not applicable in this case ___ Please initial one.

### Summary Explanation/Background:

Kasa Y Kocina Import LLC is requesting **Special Exception approval**, under the millwork and woodwork category of the C-4 Business District, Town Code Section 78-74 (3) (f), to open a **manufactory of kitchens, closets, and bathroom cabinets** at 1343 S Killian Drive.

Kasa Y Kocina purchased the building at 1343 S. Killian Drive in November 2021 for the purposes of relocating their family business, which was previously located in Boynton Beach, to the Town of Lake Park. Kasa Y Kocina's four employees will use their new building, which appears to have previously supported multiple tenants, for a sales office, a storage area, and millwork.

The applicant has indicated that the facility anticipates biweekly deliveries on Tuesdays and Thursdays, customer deliveries on Wednesdays and Fridays, and approximately 4-5 customer consultations a week. Please see the staff report for additional details on Kasa Y Kocina's operations as well as their compliance with the required special exception criteria.

*Aerial View of Site :*

*1343 S Killian Drive*

*The site is bordered on all sides by light industrial / storage uses*



**Planning and Zoning Board Recommendation**

The Planning and Zoning Board held a Public Hearing on the requested Special Exception on September 12, 2022, which included staff and applicant presentations of the site plan, Kasa Y Kocina's operation, their compliance with our code, and the proposed improvements associated with the special exception. As detailed in the staff report, staff found Kasa Y Kocina to have adequately addressed the six special exception criteria listed in the Town Code.

**The Board unanimously recommended approval of the staff recommendation, which has been incorporated into the enclosed Resolution.**

**RECOMMENDED MOTION: I MOVE TO APPROVE RESOLUTION 70-10-22 for the Kasa Y Kocina Import LLC Special Exception to be located at 1343 S Killian Drive.**



**RESOLUTION NO. 70-10-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MILLWORK AND WOODWORK SPECIAL EXCEPTION USE FOR KASA Y KOCINA IMPORT LLC; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Kasa Y Kocina Import LLC (“Owner”) is the owner of the property legally described in Exhibit “A”, which is attached hereto and incorporated herein; and

**WHEREAS**, the property is generally located at 1343 S. Killian Drive (the Site); and

**WHEREAS**, Fabiola Granado, as the Owner’s agent (“Applicant”) has submitted an application seeking authorization to develop the special exception use of millwork and woodwork and for the approval of a site plan on the Site (“the Project”); and

**WHEREAS**, the Site has a future land use designation of Commercial and Light Industrial; and

**WHEREAS**, the Site is located within C-4 Business District, which includes millwork and woodwork as a special exception use; and

**WHEREAS**, at a public hearing on September 12, 2022, the Town’s Planning and Zoning Board reviewed the proposed Project and recommended its approval to the Town Commission, subject to the Owner’s compliance with certain conditions; and

**WHEREAS**, the Town Commission conducted a quasi-judicial hearing on October 5, 2022 to consider the Project; and

**WHEREAS**, at this quasi-judicial hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding whether the Project meets the criteria for approval of a special exception use; and

**WHEREAS**, the Town Commission considered whether the Project would be consistent with the Town’s Comprehensive Plan and would meet the Town’s Land Development Regulations; and

**WHEREAS**, the Town Commission has determined that the Project is consistent with the Town’s Comprehensive Plan and meets the special exception use criteria, and other Land Development Regulations of the Town Code; and

**WHEREAS**, certain conditions are necessary in order to ensure that the Project is developed in a timely manner following approval.

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

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

**Section 2.** The Town Commission hereby approves a Millwork and Woodwork Special Exception Use on the Site, subject to the following conditions:

1. The Applicant shall apply for a building permit to install the improvements identified on A-1 and A-3 (dated 8/22/22) within 90 days of their special exception approval.
2. All landscaping shown on the site plan shall be maintained by the Owner in perpetuity from the date of its installation. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved site plan.
3. As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.

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

**Section 4.** This Resolution shall become effective upon execution.

P:\DOCS\26508\00002\DOC\26K4535.DOCX

**EXHIBIT A – LEGAL DESCRIPTION**

**LOT 70, NORTHLAKE BUSINESS PARK, ACCORIDNG TO THE  
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30,  
PAGE 93, PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA.**



**TOWN LAKE OF PARK**  
**Town Commission**  
**MEETING DATE: October 5, 2022**

**APPLICATION:** Kasa Y Kocina

**AGENDA ITEM TITLE:** Kasa Y Kocina Import LLC (“Owner”) is seeking special exception approval for a 4,500 square foot millwork and woodwork use at 1343 S. Killian Drive. The subject property is located north of S Killian Drive in the C-4 business district and consists of the following parcel, which totals 0.26 acres:

**Parcel 1 - 36434220090000700**

## **STAFF REPORT**

**BACKGROUND:**

Owner & Applicant(s):  
LLC

Location:

Net Acreage (total):

Legal Description:

Existing Zoning:

Future Land Use:

Fabiola Granado and Nestor J Guevara / Kasa Y Kocina Import

1343 S Killian Drive

0.2652 Acres

See survey enclosed in packet.

C-4

Commercial and Light Industrial



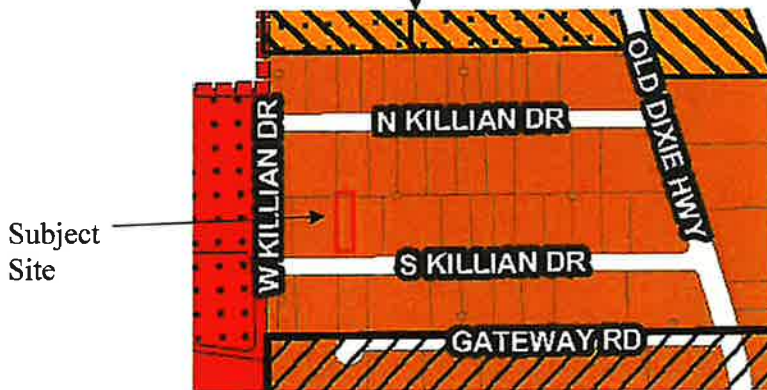
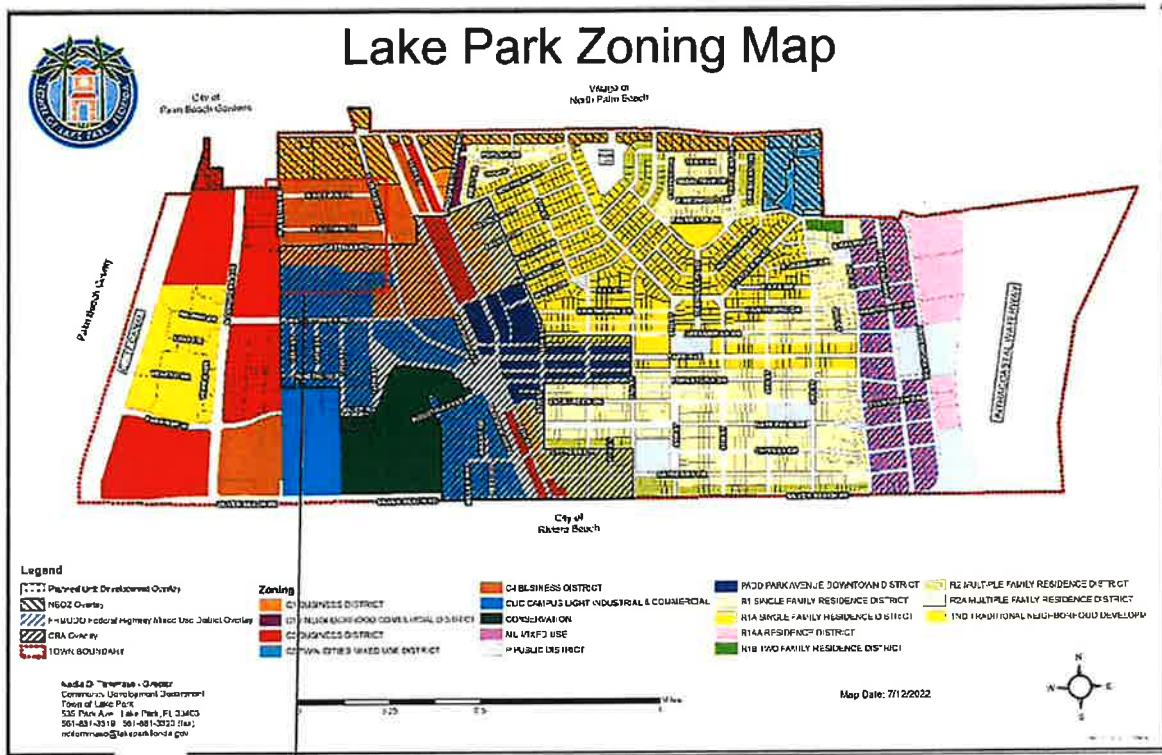


**Figure 1: Aerial View of Site (image not to scale; for visual purposes only)**



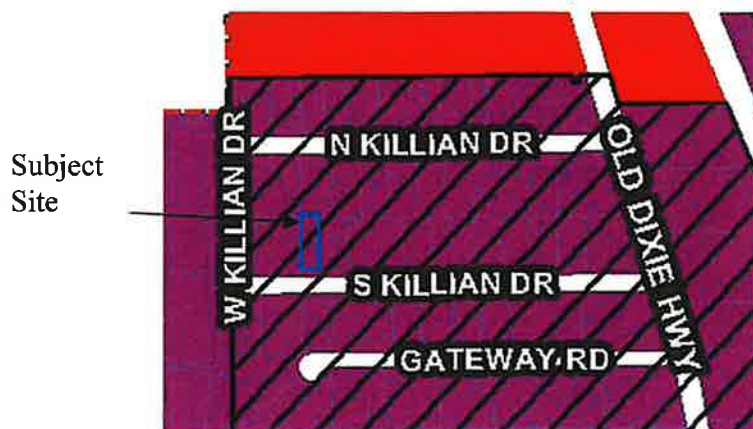
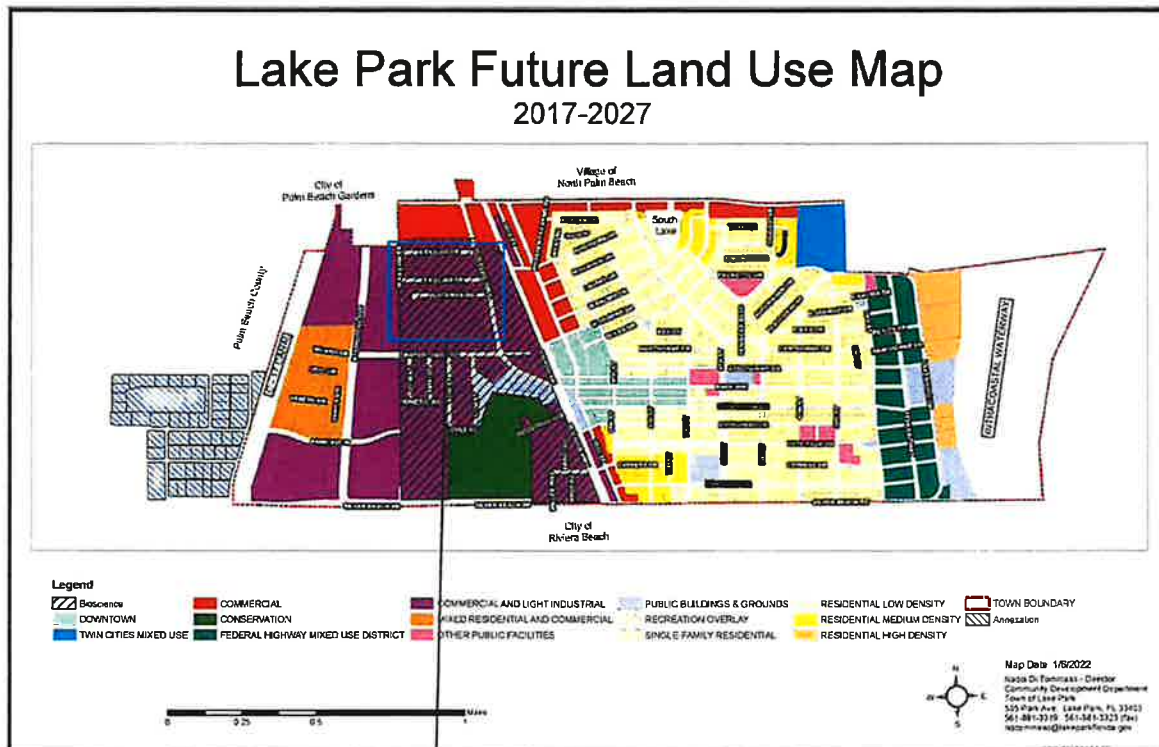


## LAKE PARK ZONING MAP





## LAKE PARK FUTURE LAND USE MAP



### Adjacent Existing Land Use

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





*Figure 1 - 1343 S Killian (Prior Owner)*



*Figure 3 - 1343 S Killian Painting Detail*



*Figure 4 - 1343 S Killian Front Facade*



*Figure 2 - 1343 S Killian Conceptual Rendering*



**Introduction:**

The Town Commission may permit special exception uses in the C-4 business district provided the proposal meets the 6 special exception zoning criteria established in Sec. 78-184. The Applicant is seeking special exception approval for a 4,500 SF milling and woodworking use at 1343 S Killian Drive. Staff's findings in their review for special exception compliance are detailed below.

**1. Consistency with Comp Plan Goals, Objectives, and Policies:**

Staff has reviewed the applicant's proposal to determine consistency with the Goals, Objectives, and Policies of the Comprehensive Plan per Sec. 78-184 (b) 1. Staff identified the following relevant policies:

*3.4 Goal, Objectives and Policies, Town Goal Statement 3.4.1 (3) - The Town shall maintain and seek opportunities to improve its ability to provide... commercial, industrial and mixed-use development opportunities that will further the achievement of economic development goals.*

*3.4 Goal, Objectives and Policies, 3.4.2. Objectives and Policies, Objective 1, Policy 1.1 j. – encourage redevelopment, renewal or renovation, that Maintains or improves existing neighborhoods and commercial areas;*

*3.4 Goal, Objectives and Policies, 3.4.2. Objectives and Policies, Objective 5 – The Town shall promote redevelopment and infill development in a manner that is consistent to existing neighborhoods and uses, the built and natural environments and adjacent jurisdictions.*

Because Kasa Y Kocina will adaptively re-use space in the Town's C-4 business district, improving the site and bringing new services to the Town, staff has found the applicant to meet the requirements of criteria 1.

**2. Consistency with land development and zoning regulations:**

Staff has reviewed this application for consistency with the Town's land development regulations per Sec. 78-184 (b) (2) and has determined this project complies with all applicable requirements. The project is not proposing any improvements that meet the threshold of 'redevelopment' and therefore they are only required to conform to the code to the greatest extent possible. Accordingly, the applicant is proposing several improvements where feasible to increase code compliance, including:

- Striping 2 additional parking spaces at the north end of the site in an effort to meet the required parking (18 spaces) despite the inherent limitations of the site.
- Landscaping improvements consisting of the installation of Japanese Boxwood Shrubs and a ficus benjamina as noted on Site Plan sheet A1.
- A new bench and garbage can by the south parking lot.



Additionally, the applicant worked diligently with staff to identify the location of an updated dumpster pad and more parking spaces. Unfortunately, due to the inherent limitations of the site, the applicant was not able to relocate the dumpster and create more parking without creating issues with dumpster accessibility for Public Works and increasing nonconformity by shrinking drive-aisle width. Given the constraints of the existing site, staff feels the applicant has addressed existing nonconforming conditions to a great extent, however we note that roof projections should be installed to break-up the roofline, but these are not possible since they would require a special structural load that the building cannot support at this time.

Additionally, we are recommending a condition of approval, which is as follows: “As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.”

Staff finds the criteria for requirement 2 are satisfied.

### **3. Compatibility with surrounding uses, hours of operation, traffic generation, building location, massing, height, setbacks, and other relevant factors:**

Staff has reviewed this project for consistency with Sec. 78-184 (b) (3) regarding compatibility with surrounding uses.

**Compatibility with Surrounding Uses:** To the north, south, east, and west, identical zoning and future land use designations ensure adequate buffering between the proposed use and zones of lower intensity such as light commercial and residential. The character of the C-4 business district is overwhelmingly industrial and Kasa Y Kocina is consistent and compatible with those uses in its vicinity.

**Hours of Operation:** The proposed hours of operation from 8:00 AM to 5:00 PM are in keeping with the standard hours of operation of most businesses in the area and do not pose a conflict.

**Traffic Generation:** The project’s end-users are not anticipated to generate disproportionate traffic based on the low frequency of anticipated drop-offs, deliveries, and customer consultations as detailed in the applicant’s Round 2 comment responses. Specifically, the Applicant notes that materials will typically be received twice a week on Tuesdays and Thursdays between 11AM and 3PM. Deliveries are typically done twice a week on Wednesdays and Fridays between 10AM and noon. Customer service consultations are by appointment and an average of 3 to 5 clients a week are received between 9:30 AM and 3PM. This operational description does not suggest Kasa Y Kocina will generate any disproportionate or unusual traffic impacts.

**Massing, Height, Setbacks, etc:** As previously noted, the building at 1343 S Killian Drive is pre-existing and thus the current conditions depicted on the applicant’s survey are not proposed to significantly change. The structure will be adaptively re-used through internal reconfiguration and the existing exterior conditions are proposed to remain with select improvements noted on the site plan. Those existing nonconforming aspects include the following:



- The east side setback does not meet the required 12 foot setback.
- Parking is insufficient to meet the code requirement, however, the applicant has attempted to remedy this to the greatest extent possible given site constraints.
- There are currently clusia bushes and a ficus tree existing on the site. However the applicant has proposed the installation of Japanese Boxwood Shrubs and a ficus benjamina in the front yard to buffer the parking lot from S. Killian Drive.

Based on these reasons, staff finds Kasa Y Kocina to meet the criteria of Sec. 78-184 (b) (3).

#### **4. Concentration of similar types of uses:**

Per Sec. 78-184 (b) (4), staff must identify whether the proposed special exception use creates a concentration of similar uses which may be detrimental to development or redevelopment in the area. Staff has identified two similar operations, though these are specialized in different ways than Kasa Y Kocina. These include the following:

- White House Stone – 1346 S Killian Drive
- Kodiak Custom Cabinetry and Fine Woodworking – 1334 S Killian Drive Ste. 5

In response to our inquiries into how these operations differ from Kasa Y Kocina, the applicant has provided the following:

*“Similarities and differences between our business and White House Stone and Kodiak Custom Cabinetry.*

- A) White House: Based on the information we have they use a CNC machine similar to ours for their manufacturing process that generates the same amount of noise, but the difference is that they cut marble, granite and quartz sheets and we cut plywood and melamine sheets.*
- B) Kodiak Custom Cabinetry: Based on the information we have they use a dust collector similar to ours in its non-pollution specifications, and its activity is to manufacture cabinets, but the difference with us is that Kodiak does not manufacture doors by themselves, but they make them in conjunction with the cabinets and uses traditional saws to cut the plywood sheets that are not as efficient as a CNC.”*

In summary, Kasa Y Kocina caters to a special woodworking niche not provided by White House Stone and Kasa Y Kocina utilizes different tools to create unique outputs like doors unlike these similar operations. Staff believes these uses can co-exist along S. Killian Drive and that their concentration is not detrimental to development or redevelopment. Staff finds the criteria 4 requirements satisfied.



### **5. Detrimental Impacts Based on users, nuisances, and traffic flow:**

Per Sec. 78-184 (5) a-c., a special exception use must not have detrimental impacts on surrounding properties based on the number of anticipated users, the degree or noise, odor, and other nuisance factors, and the effect on the amount and flow of traffic in the vicinity.

- Based on Kasa Y Kocina's narrative responses, they will only have 4 employees at their 4,500 SF building. Staff believes the anticipated number of users here are not above-average for similar uses in the district and no unique nuisance would be created.
- As previously noted by the applicant's description of daily operations, traffic generation is not anticipated to be disproportionate for this use. Furthermore, there is space allocated within the building for deliveries and Kasa Y Kocina believes there is adequate formally-designated and informal parking space on site for customers and employees.
- Regarding other aspects of the operation that would negatively impact surrounding properties, it must be noted that the millworking use proposed will generate noise and dust during normal business hours. To counteract this, Kasa Y Kocina will conduct all their operations within their enclosed building and use a dust collector located at the rear (north) of the site to sequester dust from their woodworking.

Based on the abovementioned factors, staff identified no other relevant factors peculiar to the proposed special exception project that would negatively impact surrounding properties.

### **6. Impacts on light, air, property values, redevelopment, and public facilities:**

Finally, per Sec. 78-184 (b) (6) a-e., staff must take into account impacts to light and air flow to adjacent properties, adverse impacts to adjacent property values, potential deterrents to redevelopment of the surrounding area, negative impacts on natural systems and public facilities, and the provision of pedestrian amenities. Staff finds as follows:

- Given that no structural alterations are proposed to the existing, one-story 18-foot building, there will be no reduction to light and air to adjacent properties.
- Regarding impacts to neighboring property values, staff does not anticipate this will be an issue given the industrial character of surrounding land uses. Kasa Y Kocina's use is in keeping with the anticipated uses and character of an industrial district. Furthermore, Kasa Y Kocina has already applied for and received a painting permit for repainting their building and is proposing landscape improvements that should help increase values rather than lower them.
- As it pertains to impacts on improvement, development, or redevelopment potential, staff finds no evidence to suggest this project would have a negative effect. The project itself is an infill project and is in keeping with the land uses predominant in the surrounding area.
- As it pertains to impacts on natural systems or public facilities, staff finds no evidence to suggest any impacts.





- Finally, as it pertains to provisioning pedestrian amenities like benches, trash cans, and bike parking, the applicant is proposing a 50" bench and 30 gallon trash receptacle in their front yard to address this requirement.

Staff therefore finds special exception criteria 6 to be satisfied.

**Planning and Zoning Board Recommendation:**

This application was presented to the Planning and Zoning Board on September 12, 2022. At the meeting, staff provided a presentation detailing the Applicant's compliance with the 6 special exception criteria. The Applicant also presented to the Board, briefly detailing their business, its daily operations, and their intended improvements to the site. Finding the 6 Special Exception criteria satisfied, the Planning and Zoning Board moved to recommend approval of the staff motion.

Figure 5 - Kasa Y Kocina Import LLC





## STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Special Exception Application for Kasa Y Kocina with the following conditions:

1. The Applicant shall apply for a building permit to install the improvements identified on A-1 and A-3 (dated 8/22/22) within 90 days of their special exception approval.
2. All landscaping shown on the Site Plan shall be maintained by the Owner in perpetuity from the date of its installation. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan.
3. As part of the permit submittal, the Applicant shall paint all protruding trim areas on the building a contrasting color, paint the outstanding western wall consistently with the rest of the building, and add additional details to the façade above the front doors facing S. Killian Drive.



Community  
Development  
Department

### Notification of Public Hearings

**Dear Property Owner:**

***You are receiving this Notice of Public Hearings because you are the legal owner of record for a parcel that is within three hundred (300) feet of the property for which a Special Exception has been requested and a certified notice is required pursuant to Town Code.***

***Should you wish to attend the meetings to comment on the application, please take note of the date, time, and location. If you do not wish to attend the meetings and do not have any comments you may disregard this notice.***

### SPECIAL EXCEPTION – AGENDA ITEM

**Please be advised that the Town of Lake Park has received a request for Special Exception submitted by Kasa Y Kocina Import LLC (“Property Owner” and “Applicant”) for a millwork and woodwork use to be located at 1343 S Killian Drive, Lake Park, Florida ( PCN: 36-43-42-20-09-000-0700). This use will sell, fabricate, assemble, and install kitchen cabinets, closets, and vanities. This use falls under the millwork and woodwork category of the Town Code and requires special exception approval in the C-4 Business District.**

### PUBLIC HEARINGS

**MEETING: SPECIAL CALL PLANNING AND ZONING BOARD  
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403  
DATE: MONDAY, SEPTEMBER 12, 2022  
TIME: 7:00 P.M. (OR AS SOON THEREAFTER AS CAN BE HEARD)**

**MEETING: TOWN COMMISSION (QUASI-JUDICIAL)  
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403  
DATE: WEDNESDAY, OCTOBER 5, 2022  
TIME: 6:30 P.M. (OR AS SOON THEREAFTER AS CAN BE HEARD)**

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3318  
Fax: (561) 881-3323

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



Community  
Development  
Department

## LOCATION MAP



*If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*For additional information, or to review any documents related to the proposal described herein, please visit the Community Development Department at 535 Park Avenue, Lake Park, FL 33403, or contact the Planner, Anders Viane at 561-881-3320 or [aviane@lakeparkflorida.gov](mailto:aviane@lakeparkflorida.gov).*

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3318  
Fax: (561) 881-3323

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



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

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A SPECIAL CALL PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, SEPTEMBER 12, 2022 AT 7:00 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON WEDNESDAY, OCTOBER 5, 2022 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (DATES SUBJECT TO CHANGE, PLEASE MONITOR [WWW.LAKEPARKFLORIDA.GOV](http://WWW.LAKEPARKFLORIDA.GOV) FOR ANY CHANGES, OR CALL 561-881-3320). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL

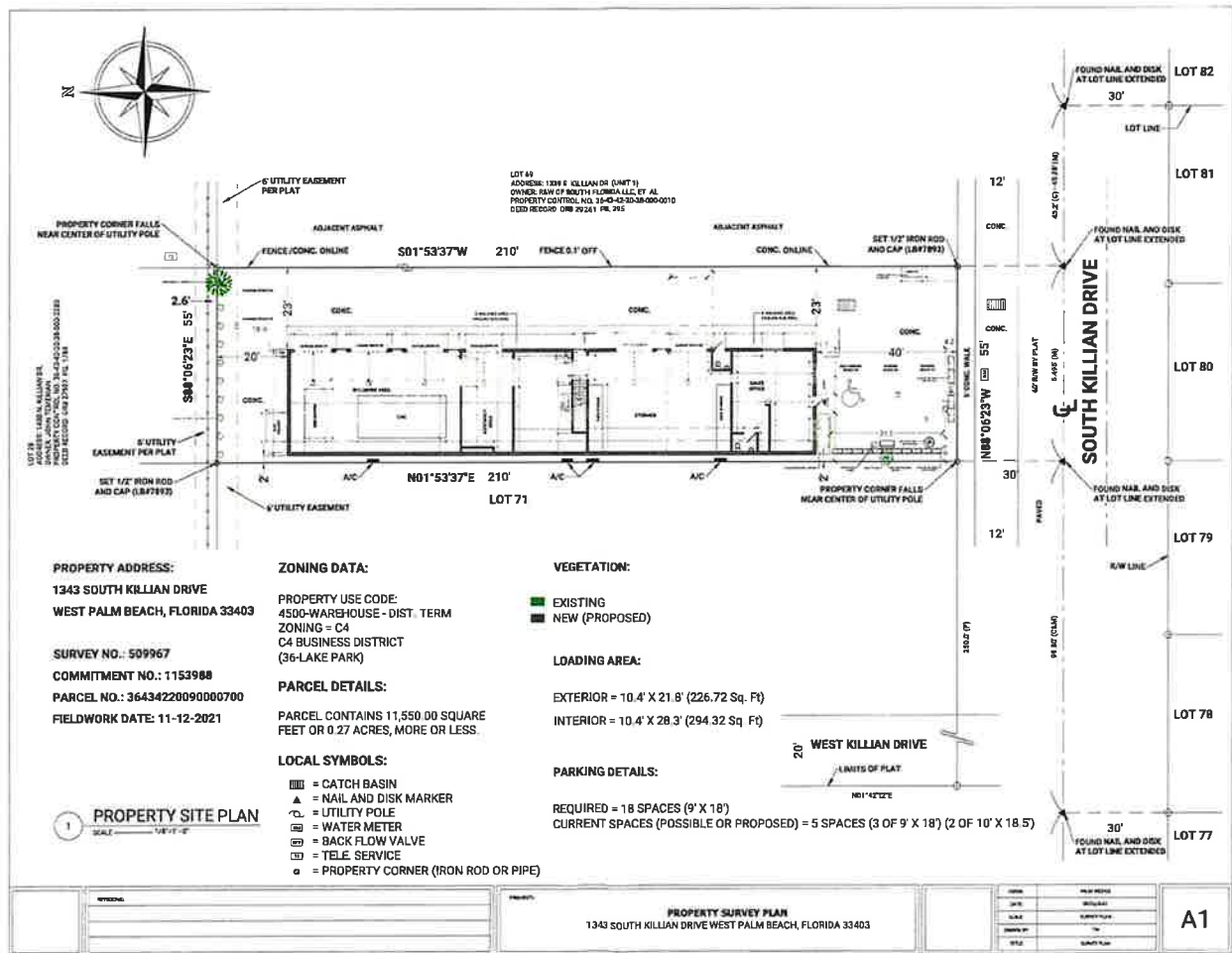
### Agenda Item:

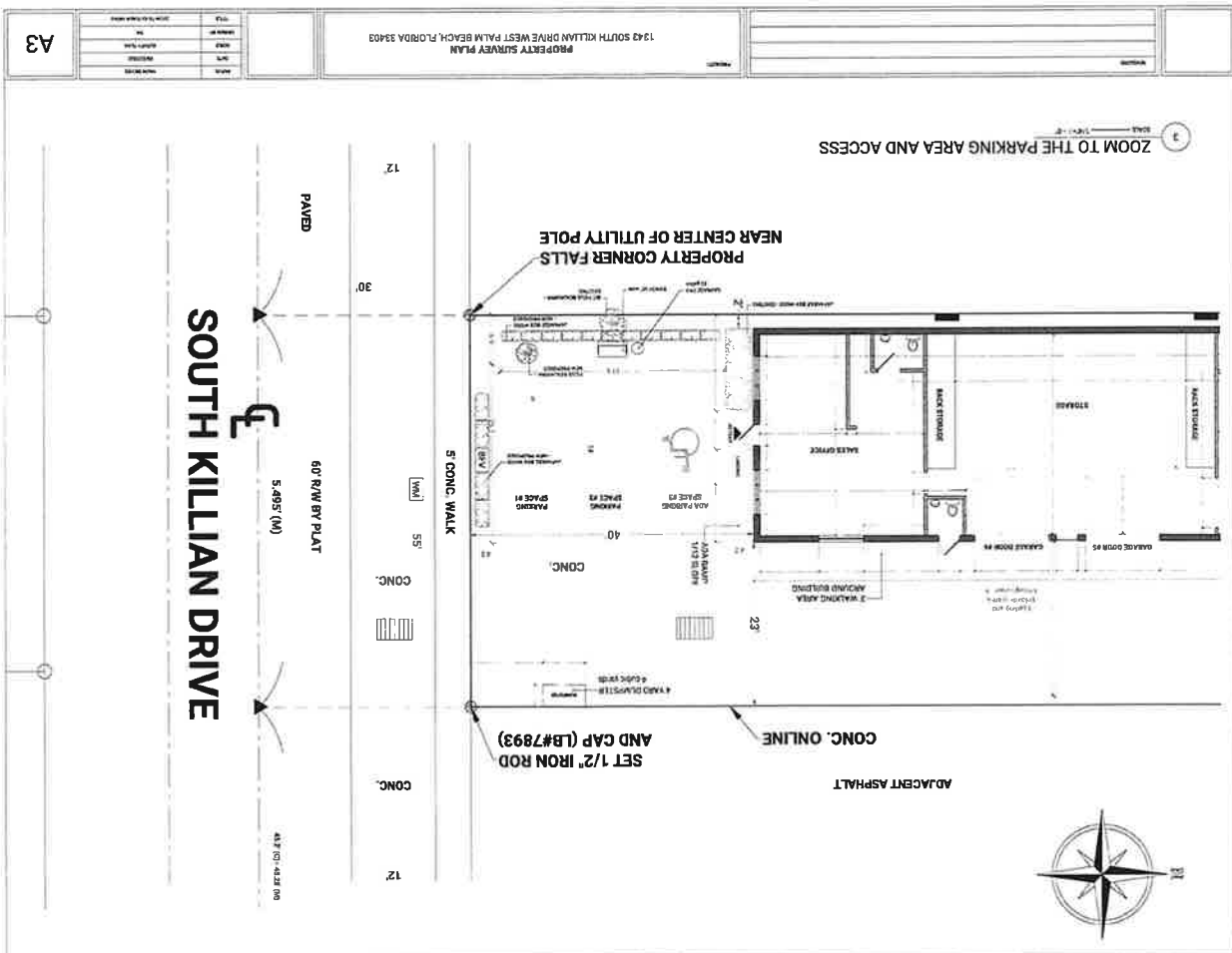
Please be advised that the Town of Lake Park has received a request for Special Exception submitted by Kasa Y Kocina Import LLC ("Property Owner" and "Applicant") for a millwork and woodwork use to be located at 1343 S Killian Drive, Lake Park, Florida ( PCN: 36-43-42-20-09-000-0700). This use will sell, fabricate, assemble, and install kitchen cabinets, closets, and vanities. This use falls under the millwork and woodwork category of the Town Code and requires special exception approval in the C-4 Business District.

Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at [aviane@lakeparkflorida.gov](mailto:aviane@lakeparkflorida.gov). If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

**Town Clerk:** Vivian Mendez

**PUB:** The Palm Beach Post – Friday, August 26, 2022







## TOWN MANAGER COMMENTS

Item 3.

### TOWN COMMISSION MEETING Wednesday, October 5, 2022

*Exhibit "C"*

#### HUMAN RESOURCES

##### Town Job Openings

The Public Works Department is seeking a qualified individual to fill the position of Stormwater Technician II to perform among other tasks skilled work in the installation, operation, and maintenance of the Town's Stormwater systems. Incumbents in this classification may be trained and assigned to operate various Town vehicles/equipment on an intermittent basis. Repairs and maintains the Town's stormwater conveyance system, including catch basins, swales, structures, and other related components. High school diploma or equivalent required supplemented by a minimum of three (3) years of related experience, including a minimum of two (2) years verifiable heavy equipment or vacuum truck operating experience. A valid Florida Class B Commercial Driver's License is also required. Florida Water and Pollution Control Operators Association (FW&PCOA) or Florida Stormwater Association (FSA) Stormwater Technician Certification, or equivalent, is preferred. The deadline for submitting applications for this position is 5:00 p.m. on **October 17, 2022.**

Those interested in applying for any of the above positions may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) for additional information and to download an employment application.

#### PUBLIC WORKS

**Community Street Lighting Survey** - As part of the Town's continuous efforts to improve safety and mobility in the community, the department has published a brief opinion survey to gather feedback on the public's preferences for outdoor lighting in our streets and pedestrian walkways. Your input and preferences will be carefully considered as we implement additional lighting improvements as recommended in the Street Lighting Study. The survey is currently available in English, Spanish, and Creole and flyers have been sent out to all addresses in the Town. Please respond by **October 31, 2022.**

**Community Meetings** - The Department of Public Works is excited to announce two upcoming community meetings. **Saturday, October 8, 2022**, from 10:00 a.m. to 1:00 p.m., a Workshop will be held to present a design progress update for the Southern Outfall Bert Bostrom Park Green Infrastructure Project. On **Saturday, October 22, 2022**, also from 10:00 a.m. to 1:00 p.m., a Workshop will be held to present a design update for the Park Avenue Lane Reduction (Road Diet) Project. Both events will be held in Town Hall's



Commission Chambers. We welcome members of the public to provide comments and ask questions during the Workshops regarding planned design and implementation timeline for both projects. Direct mailers related to these events have been sent out to all Town addresses. Additional project information is available on the Town's website [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) by searching for keyword: "**Capital Projects**" or by contacting the Department of Public Works at 561- 881-3345 or email [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).

## **SPECIAL EVENTS**

### **FLORIDA CITY GOVERNMENT WEEK**

The Florida League of Cities 2022 Florida City Government week will be held October 17-23, 2022. The Town will celebrate Florida City Government Week on **Friday, October 21** with the fifth grade students from Lake Park Elementary and Lake Park Baptist School. The students will participate in a Mock Commission Meeting, demonstrations by the Public Works Department and PBSO as well as take a tour of Town Hall and the Library. The Town Commission is invited to join the students from 9:00 a.m. – Noon. For more information please contact the Special Events Department at 561-840-0160.

### **FALL FEST AT SUNSET CELEBRATION**

The Town of Lake Park will host its annual Fall Fest at Sunset Celebration on **Friday, October 28** from 6:00 p.m. – 9:00 p.m. at Lake Park Harbor Marina. This event is a family fun Halloween alternative that will feature live entertainment from The Goodnicks! There will be trick or treating, giveaways and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.



LAKE PARK TOWN HALL

# FLORIDA CITY GOVERNMENT WEEK

Join us on Friday, October 21, 2022 as we celebrate, showcase and engage 5th grade students from Lake Park Elementary and Lake Park Baptist in the work of municipal government. Students will participate in a Mock Commission Meeting, demonstrations by the Public Works Department and PBSO as well as take a tour of Town Hall and the Library. The fun begins at 9:00 AM in the Commission Chamber and is expected to continue until Noon. Florida City Government Week is an opportunity to teach students how the Town of Lake Park operates, the services we provide and the importance of active involvement. If you have any questions please contact the Special Events Department at 561-840-0160





TOWN OF LAKE PARK

Item 3.

# FALL FEST AT SUNSET CELEBRATION

LIVE ENTERTAINMENT FEATURING

## THE GOODNICKS



FOOD  
VENDORS

HAPPY  
HOUR

CANDY &  
TREATS

COSTUME  
CONTEST

FRIDAY, OCTOBER 28

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:**      **October 19, 2022**

**Agenda Item No.**

**Agenda Title:**      **Resolution Authorizing the Mayor to Sign the 2023 Municipal Election Vote Processing Equipment Use and Election Services Agreement with the Palm Beach County Supervisor of Election for the Municipal Election Scheduled for March 14, 2023 and Selecting the County Canvassing Board to Canvass the Town's Ballots.**

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

**Approved by Town Manager**

**Date:** 10-5-22

*Vivian Mendez, Town Clerk*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: <b>\$ 13,000.00</b> Funding Source: Elections Acct. # 106-33000 <input checked="" type="checkbox"/> Finance	<b>Attachments:</b> 1) Resolution 2) SOE Agreement 3) 2023 Municipal Cost Estimates
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>VM</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

The Palm Beach County Supervisor of Elections (SOE) has presented the Town of Lake Park with an agreement for Vote Processing Equipment Use and Election Services for the March 14, 2023 Municipal Election. Staff has reviewed the agreement and is requesting that the Town allow the County Canvassing Board to canvass the ballots during the March 2023 Municipal Election as they did during the March 2022 Municipal Election.



Also included as part of this agenda item is the "Municipal Election Cost Examples". The document provides a proposed estimate for the March 2023 Municipal Election. The Town has budgeted \$13,000 for the March 2023 Municipal Election.

The purpose of this agenda item is to request approval of the attached Resolution and designating the County Canvassing Board to canvass the Town's ballots during the March 2023 Municipal election.

**Recommended Motion:** I move to approve Resolution 72 -10-22.

**RESOLUTION 72 -10-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

**WHEREAS**, the Supervisor of Elections has presented the Town with an Agreement for Vote Processing Equipment Use and Election Services for the March 14, 2023 Municipal Election, and the Town Commission has determined that the approval of the Agreement is in the best interests of the residents and citizens of the Town of Lake Park.

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

**Section 1.** The foregoing recitals are hereby ratified and incorporated herein.

**Section 2.** The Town Commission hereby approves the Agreement for Vote Processing Equipment Use and Elections Services by and between the Palm Beach County Supervisor of Elections and the Town of Lake Park, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes and directs the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

**Section 3.** The Town Commission hereby designates that the County Canvassing Board as members of the Town's Canvassing Board, and enabling those designated or their designees to represent the Town at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the Municipal Election. The SOE is also hereby requested to prepare vote by mail ballots for the Town, said ballots to be distributed to those electors who are unable to vote on the day of the Municipal Election. The SOE is hereby requested to count the vote-by-mail ballots and include the Town in the canvassing advertisement.

**Section 4.** This Resolution shall become effective immediately upon adoption.



## 2023 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and \_\_\_\_\_, Florida (hereinafter referred to as “MUNICIPALITY”).

### WITNESSETH:

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

### ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

### ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 14, 2023, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

**Wendy Sartory Link** Palm Beach County Supervisor of Elections

### **ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES**

**3.1 Municipal Services.** For each election, MUNICIPALITY shall pay SOE for election operations.

**3.2 Vote-By-Mail Ballots.** MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

**3.3 Repairs.** For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

### **ARTICLE 4 – OTHER ELECTION CHARGES**

**4.1 Precinct Services.** For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

**4.2 Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

### **ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

### **ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE**

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

### **ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS**

**7.1 Uniform Municipal Election.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances, unless MUNICIPALITY has already coordinated publication with SOE. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

**Wendy Sartory Link** Palm Beach County Supervisor of Elections



SOE shall, if available, provide samples of required advertising upon request. SOE may also coordinate with MUNICIPALITY to translate and publish notices on behalf of MUNICIPALITY. MUNICIPALITY is responsible for the cost of translation and publication of required notices.

**7.2 Run-Off Election.** In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

## **ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY is the qualifying officer for all municipal candidates and is therefore responsible for all associated duties including collecting petitions, collecting filing fees, and posting notices or advertisements required by municipal charters/ordinances not already required by statute.

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

SOE is responsible for verifying petition signatures once MUNICIPALITY has delivered them off to SOE's Main Office, certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify, and posting legal notices required by Florida Law.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

## **ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**

### **9.1 Uniform Municipal Election.**

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, and at least ninety-five (95) days before Election Day, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions.

SOE reserves the right to not administer a municipal election if MUNICIPALITY does not provide all ballot information by the 95-day deadline

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) prior to finalizing.

MUNICIPALITY shall confirm the number of ballots needed. SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for layout out and ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

The SOE will be responsible for delivery of Early Voting and Election Day ballots to polling locations, as well as Mailing Vote-By-Mail ballots to voters with valid requests on file.

#### 9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any costs incurred.

### **ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

10.4 Uniform Municipal Election in Conjunction with County-Wide Election. SOE shall pay poll workers directly for their services. (Most likely to occur every four years during a March Presidential Preference Primary but may apply in similar instances in which a county-wide election occurs, upon which municipalities choose to “piggyback.”)

**Wendy Sartory Link** Palm Beach County Supervisor of Elections

## **ARTICLE 11 – SELECTION OF POLLING PLACES**

MUNICIPALITY is ultimately responsible for securing its own ADA-compliant polling location(s) for stand-alone municipal elections. If MUNICIPALITY is having an election in conjunction with a county or state-wide election, SOE will secure all polling locations.

Upon request, SOE will provide MUNICIPALITY with the list of the polling locations that are currently assigned to MUNICIPALITY’S precincts.

MUNICIPALITIES are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, SOE must be informed at least sixty (60) days in advance of Election Day and a Department of Justice survey must be performed.

MUNICIPALITY will be responsible for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

MUNICIPALITY is responsible for coordinating Monday (the day before Election Day) set-up and 5:30 a.m. access on Election Day.

## **ARTICLE 12 - POLL WATCHERS**

12.1 Standalone, Uniform, or Runoff Municipal Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of the badges.

MUNICIPALITY will create a master poll watcher list to be supplied to their poll workers on Election Day.

12.2 Uniform Municipal Election in Conjunction with County-Wide Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE, for those poll watchers specific to a municipal race or question. SOE will be responsible for collecting Designation forms for county-wide or multi-municipality races or initiatives.

SOE will create a master poll watcher list to be supplied to their poll workers on Election Day.

MUNICIPALITY may be responsible for costs associated with the preparation of municipal race or initiative petition poll watcher badges.

## **ARTICLE 13 – SAMPLE BALLOTS**

### **13.1 Uniform Municipal Election.**

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY’S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

### 13.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

## **ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**

### 14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

MUNICIPALITY shall coordinate with Voting Equipment Center manager (Hector Lugo) and Polling Location(s) regarding delivery and security of voting equipment.

### 14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

**14.3 MUNICIPALITY is not permitted to deliver any election equipment.**

## **ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

## **ARTICLE 16 – CANVASSING OF ELECTION RESULTS**

16.1 Canvassing Board Duties. At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.

A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated. A majority of the Canvassing Board must be present during any Canvassing procedure which requires a vote.

The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.

A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification.

At least three members must be present for a recount if one is necessary.

A majority of the Canvassing Board must be present at all times during the post- election Audit. The SOE staff will complete the Audit process.

**Wendy Sartory Link** Palm Beach County Supervisor of Elections



**16.2 County Canvassing Board.** If MUNICIPALITY is using the County Canvassing Board (as defined by Section 101.141, Florida Statutes), SOE shall schedule and coordinate the date(s) on which the Canvassing Board is to assemble to canvass the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings.

MUNICIPALITY **must** utilize the County Canvassing Board in the event of a county-wide election or an election which encompasses more than one municipality (i.e., Congressional elections, etc.).

**16.3 Municipal Canvassing Board.** If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

#### **ARTICLE 17 – AUDITS**

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

#### **ARTICLE 18 – POST-ELECTION RECORDS RETENTION**

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

#### **ARTICLE 19 – VOTER HISTORY**

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

#### **ARTICLE 20 – OTHER NECESSARY COSTS**

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

#### **ARTICLE 20 – HOLD HARMLESS COVENANT**

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications arising from MUNICIPALITY'S actions.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

#### **ARTICLE 22 – ENTIRETY AND AMENDMENTS**

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

#### **ARTICLE 23 – EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**Wendy Sartory Link** Palm Beach County Supervisor of Elections

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SUPERVISOR OF ELECTIONS:

MUNICIPALITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wendy Sartory Link

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Palm Beach County Supervisor of Elections

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Wendy Sartory Link** Palm Beach County Supervisor of Elections

240 South Military Trail, West Palm Beach, FL 33415 | (561) 656-6200 | Info@VotePalmBeach.gov | VotePalmBeach.gov

**Municipal Election Cost Examples****Uniform Municipal Election (not in a Presidential Election Year)****2023****EXAMPLES**

		<b>Municipal Size:</b>		
		<b><u>Small</u></b>	<b><u>Medium</u></b>	<b><u>Large</u></b>
# of Precincts		4	17	47
# of Registered Voters		2,000	25,000	45,000
Estimated Voter Turnout %		20%	20%	20%
Estim. # of Voters Actually Voting		400	5,000	9,000
Estim. # of Vote By Mail Ballots Sent Out (40% of # Registered)		800	10,000	18,000
Estim. # of Vote By Mail Ballots In (40% of # Actually Voting)		160	2,000	3,600
Estim. # of Regular Ballots (60% of # Registered)		1,200	15,000	27,000
# of Poll Worker Training Locations		1	3	5
Staff Time Multiple		1	2	3

	<b><u>Unit Cost</u></b>	<b>Municipal Size:</b>		
		<b><u>Small</u></b>	<b><u>Medium</u></b>	<b><u>Large</u></b>
Muni Package Flat Rate (Uniform Election) *	\$7,195.66	\$7,195.66	\$7,195.66	\$7,195.66
Precinct Services	\$596.24	\$2,384.95	\$10,136.02	\$28,023.11
Vote-By-Mail Ballots				
Ballots Out	\$6.71	\$5,369.55	\$67,119.42	\$120,814.95
Ballots In	\$0.60	\$96.00	\$1,200.00	\$2,160.00
Regular Ballots				
Onsite Support -- ClearBallot	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Onsite Support -- ES&S	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Staff Time				
Acctg/Billing (flat rate)	\$141.36	\$141.36	\$141.36	\$141.36
<b>TOTAL ESTIMATE *</b>		<b>\$15,667.52</b>	<b>\$91,792.46</b>	<b>\$169,135.08</b>





## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title: Amendment to the Town Attorney's Contract**

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

**Approved by Town Manager** \_\_\_\_\_

**Date:** 10/7/22

\_\_\_\_\_  
 John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # _____ <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>Memorandum</li> <li>Contract Amendment</li> <li>Resolution <u>73-10-22</u></li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties with interest in this agenda item are notified of the meeting date and time.	<input type="checkbox"/> Yes, Notified everyone or <input type="checkbox"/> Not applicable in this case <b>Please initial one.</b>

**Summary Explanation/Background:** At a previous Commission Meeting, the Town Attorney discussed increasing the hourly rate for services rendered by Attorney Baird for legal services to the Town and the CRA.

**Recommended Motion:** Move to Adopt Resolution 73-10-22.

J O N E S  
F O S T E R

# Memo

To: John D'Agostino, Town Manager  
From: Thomas J. Baird, Town Attorney  
Date: October 6, 2022  
Subject: Amendment to Town Attorney Contract

The firm's hourly rate was established at \$250/hour in 2016 by way of an agreement between Jones Foster P.A. and the town. This amendment increases the hourly rate from \$250/hour to \$300/hour. According to the results of The Florida Bar's 2018 Economics and Law Office Management Survey 63% of the law firms, regardless of size reported that the hourly rate for attorneys practicing in southeast Florida was at least \$300/hour. My firm employs 40 attorneys, many of whom have significant experience and are certified by the Florida Bar as "experts" in municipal law, land use, and real estate litigation. Having experts in these fields permits the firm to meet all of the Town and CRA needs.

\\JF-PLFS01\Apps\Docs\26508\00001\MEM\26V9876.DOCX

E S T .  
1 9 2 4

## Exhibit A

### AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY FOR THE TOWN OF LAKE PARK, FLORIDA

THIS AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY, (the "Agreement") is dated this \_\_\_\_ day of October, 2022, between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "the Town"), and JONES, FOSTER P.A. (herein referred to as "the Firm").

SECTION 3 of this Agreement for Town Attorney is hereby amended as follows:

3. COMPENSATION. For services rendered by the Firm, the Town Attorney shall be compensated based upon hourly fees as established below.

(a) Attorneys of the Firm shall be billed at no more than ~~\$250~~ \$300/hour, depending upon their experience and the complexity of the litigation or assignment. Paralegals shall be billed at such hourly fees established by the Firm which shall not exceed the hourly fees of any attorney as referenced hereinabove.

(b) Compensation for the Firm's participation in real estate transactions or bond proceedings shall be as is customary in such proceedings; and

(c) The Firm agrees that the Town Attorney shall not be entitled to compensation for routine telephone conferences with the Mayor or members of the Town Commission.

(d) The Firm may charge an hourly rate, which reflects the Firm attorney's usual and customary hourly fee for such matters as: code compliance lien foreclosures, the enforcement of dockage agreements, and other cases wherein a contract, the town code or statute permits the recovery of the Town's attorney fees. Provided however, in those cases where the Firm is not awarded attorney fees for attorneys at their usual and customary rate, or if a case is settled and does not provide for the recovery of attorney fees, the Firm's attorneys shall only be entitled to compensation from the Town at the hourly fees established herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date set forth above.

**ATTEST:**

**TOWN OF LAKE PARK**

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

By: \_\_\_\_\_  
Michael O'Rourke, Mayor

**JONES FOSTER P.A.**

By: \_\_\_\_\_  
Larry B. Alexander, Esquire, President

**AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY  
FOR THE TOWN OF LAKE PARK, FLORIDA**

THIS AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY, (the "Agreement") is dated this \_\_\_\_ day of October, 2022, between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "the Town"), and JONES, FOSTER P.A. (herein referred to as "the Firm").

SECTION 3 of this Agreement for Town Attorney is hereby amended as follows:

3. COMPENSATION. For services rendered by the Firm, the Town Attorney shall be compensated based upon hourly fees as established below.

(a) Attorneys of the Firm shall be billed at no more than ~~\$250~~ \$300/hour, depending upon their experience and the complexity of the litigation or assignment. Paralegals shall be billed at such hourly fees established by the Firm which shall not exceed the hourly fees of any attorney as referenced hereinabove.

(b) Compensation for the Firm's participation in real estate transactions or bond proceedings shall be as is customary in such proceedings; and

(c) The Firm agrees that the Town Attorney shall not be entitled to compensation for routine telephone conferences with the Mayor or members of the Town Commission.

(d) The Firm may charge an hourly rate, which reflects the Firm attorney's usual and customary hourly fee for such matters as: code compliance lien foreclosures, the enforcement of dockage agreements, and other cases wherein a contract, the town code or statute permits the recovery of the Town's attorney fees. Provided however, in those cases where the Firm is not awarded attorney fees for attorneys at their usual and customary rate, or if a case is settled and does not provide for the recovery of attorney fees, the Firm's attorneys shall only be entitled to compensation from the Town at the hourly fees established herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date set forth above.

**ATTEST:**

**TOWN OF LAKE PARK**

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

By: \_\_\_\_\_  
Michael O'Rourke, Mayor

**JONES FOSTER P.A.**

By: \_\_\_\_\_  
Larry B. Alexander, Esquire, President



**RESOLUTION NO. 73-10-22****A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE TOWN ATTORNEY'S CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Whereas** section 3 of the Town Attorney's contract establishes hourly compensation and will be amended from an hourly rate of \$250.00 to \$300.00 per hour; and

**Whereas** the Town and the CRA have benefited from a longstanding relationship with Attorney Thomas J. Baird and Jones Foster; and

**Whereas** the Town Commission determines the hourly increase for legal services to be in the best interests of the Town and the CRA; and

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

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission authorizes and directs the Mayor to execute the attached Amendment as Exhibit A.

**Section 3.** This Resolution shall become effective immediately upon execution.



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.** \_\_\_\_\_

**Agenda Title: Request to Authorize the Town Manager to Accept a Professional Services Proposal from REG Architects for the Provision of Architectural Services Required to Complete a Condition Assessment, Provide Plans & Specification, Perform Field Inspections, and Prepare Final Report Documentation Associated with the Grant-Funded Historic Preservation Town Hall Roof Replacement Project.**

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

**Approved by Town Manager** \_\_\_\_\_

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

**Roberto F. Travieso, Director of Public Works**

**Name/Title**

<b>Originating Department:</b>  <p style="text-align: center;"><b>Public Works</b></p>	<b>Costs: \$37,000.00</b> Funding Source: <i>Discretionary Fund</i> Acct #: <b>301-63100</b>  <input checked="" type="checkbox"/> Finance _____	<b>Attachments:</b> 1. Proposal provided by REG Architects 2. Responses to RFP 108-2022 3. Agreement between the Town and Florida's Dept. of State, Division of Historical Resources, for Town Hall Preservation Grant Funding
<b>Advertised:</b> 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 <b>Not applicable in this case</b> _____  <b>Please initial one.</b>

**Background:**

The Town of Lake Park Town Hall was constructed in 1927 and is a nationally designated historic building. The Town Hall also serves as the seat for the Town's municipal offices and is a fully functioning facility that is visited daily by community members, both residents and local business owners, who need to secure permits and pay bills. Additionally, the Mirror Ballroom, (located on the Town Hall's second floor) remains available for affordable public and private functions and hosts more 75 diverse events each year.

While the Town Hall remains structurally sound, the facility is not water tight. In fact, even brief rainstorms frequently result in water permeating through the roof and walls, leading to wet floors and walls which can cause slip-and-fall hazards and mold development problems.

To address these concerns, in August of 2021, Town Staff submitted a grant application to the Florida Department of State, Division of Historical Resources, for design and construction funding assistance to replace the existing roof, and paint and waterproof the exterior of the Town Hall building. These improvements will increase the building's structural integrity while also enhancing comfort and aesthetics for the visitors and Town Staff alike.

Subsequently, in June of 2022, the Town received notice that its grant application for funding was accepted and approved and that the Town of Lake Park would be receiving Grant Funding in the amount of \$325,000 with an equal match from the Town, providing for Total Funding of **\$650,000.00** for the Town Hall Preservation work. The project Grant Agreement stipulates that the project requires contracting for Architectural Services and includes a line item/allowance amount of **\$50,000.00** for these services. The Town Commission approved the agreement on July 20, 2022 via Resolution 40-07-22 (**Attachment 3**).

Moreover, in September 2022, Town Staff developed an architectural services scope of work consistent with the grant requirements and issued **Request for Proposal (RFP) 108-2022** to retain those services from firms with previous historical preservation work experience and an understanding of the Secretary of the Interior's Standards for Rehabilitation and Preservation.

On October 10, 2022, the Town received three (3) responsive bid proposals to the solicitation. After careful evaluation of the responses to the RFP (**Attachment 2**), Town Staff has determined that the highest scoring responsive bidder is **REG Architects**.

REG Architects' comprehensive proposal (**Attachment 1**) to complete the time-sensitive tasks included in the RFP's scope of work carries a cost of **\$37,000.00**. This amount represents just 74% of the budgeted amount for these services.

Accordingly, the Town Manager recommends award of the architectural services contract associated with the grant-funded Historic Town Hall Preservation Work Activities to REG Architects.

**Recommended Motion:** I move to authorize the Town Manager to accept the proposal submitted by REG Architects for architectural services associated with the Historic Town Hall Preservation Work Activities.

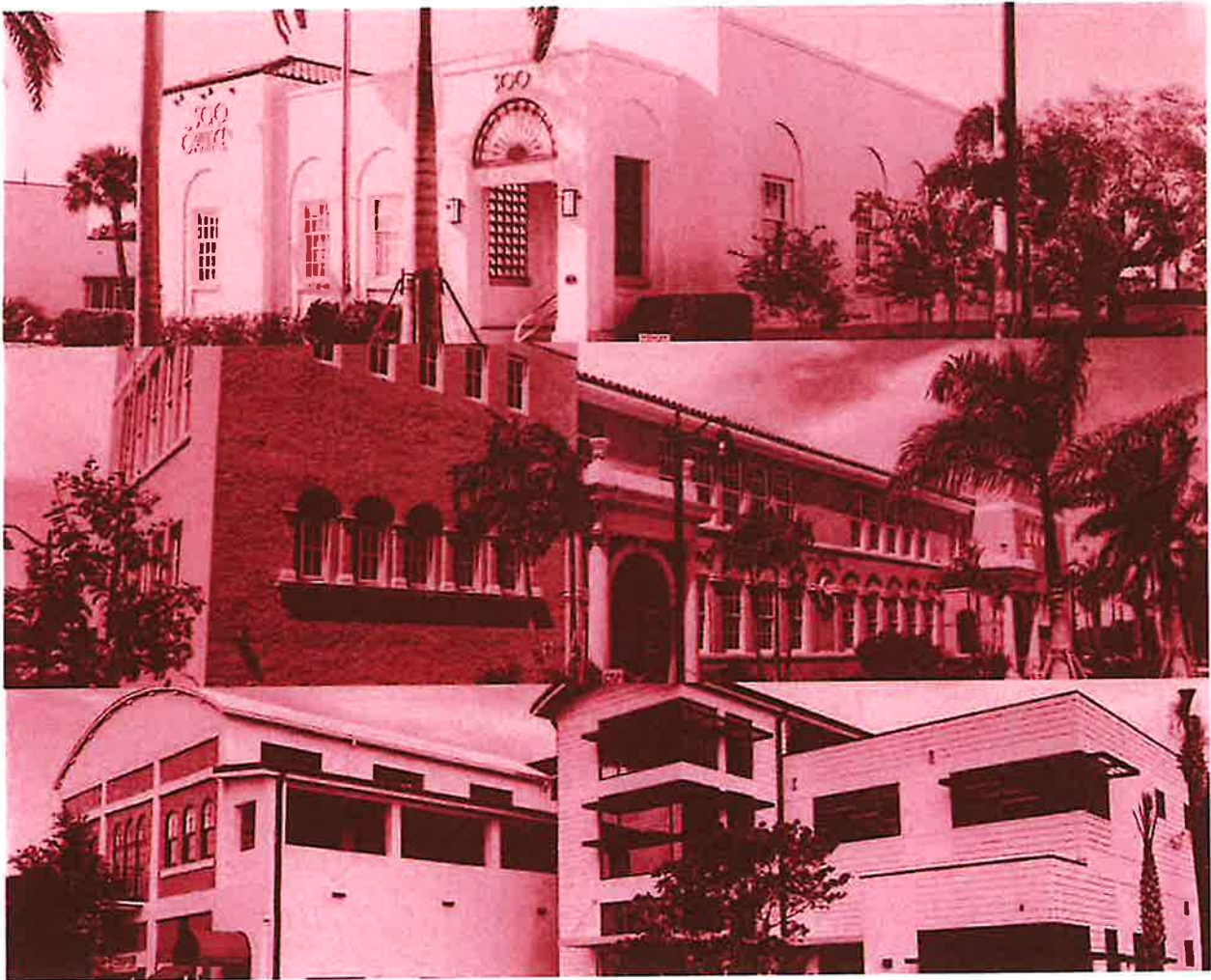


**REG**  
ARCHITECTS  
since 1988

Town of Lake Park

RFP 108-2022

Town Hall Historic Preservation Projects



120 S OLIVE AVENUE, SUITE 210 WEST PALM BEACH, FL 33401

(561) 659-2383

[REGARCHITECTS.COM](http://REGARCHITECTS.COM)





October 7, 2022

Mr. John Wille  
Capital Projects Manager  
Town of Lake Park  
535 Park Avenue,  
Lake Park, Florida, 33403

Via E-mail: [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov)

RE: Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects  
535 Park Avenue, Lake Park, Florida, 33403  
RFP No. 108-2022

Dear Mr. Willie:

I am pleased to submit this proposal to provide you with Historic Preservation architectural services for renovations of the above referenced property. We look forward to providing architectural services with a personal local approach for the Town's project and are well versed to assist the Town with such. We have the staff and commitment to do this assignment!

We have been providing Historic Preservation architectural services since 1988 on projects small and large. Several successful restorations we completed were for the 1916 Historic Palm Beach County Courthouse, Lake Worth Beach Casino, and the Boynton Beach Arts & Cultural Center. In the City of Fort Pierce, we worked on stabilizing the 1914 Old St. Anastasia School House, and an adaptive reuse project with the Historic Post Office building into an event center. More recently, we are excited to hear construction is now finished at the Sunset Lounge in West Palm Beach where our firm was instrumental in the preservation and addition to this crucial historic community site. Our project experience also includes many historic single-family homes, clubs, commercial and governmental buildings. I have also recently been granted the status of Member Emeritus under the Florida Trust for Historic Preservation (FTHP) now serving as a lifelong member because of my continued endeavor to preserve historic buildings and sites throughout the State of Florida. In 2020, President Trump appointed me as an expert member for the entire country to the Advisory Council on Historic Preservation for a 4-year term. We have an active and up to date State of Florida Minority Business Certification, as well as an active Palm Beach County Small/Minority Business Enterprise certification.

Sincerely,  
REG Architects, Inc.

Rick Gonzalez, AIA  
President

A handwritten signature in blue ink, appearing to read "REG", is written over the printed name and title of Rick Gonzalez.



## FINAL PROPOSAL

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Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 2 of 6



October 7, 2022

Mr. John Wille  
Capital Projects Manager  
Town of Lake Park  
535 Park Avenue,  
Lake Park, Florida, 33403

Via E-mail: [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov)

RE: Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects  
535 Park Avenue, Lake Park, Florida, 33403  
RFP No. 108-2022

Dear Mr. Willie:

Thank you for contacting **REG Architects, Inc.**; I am pleased to submit this proposal to provide you with Historic Preservation architectural services for renovations of the above referenced property. Services will be rendered on a lump sum basis estimate per our attached rate sheet and will be billed on a monthly progress (plus reimbursable expenses if applicable).

The following is proposed to be conceptual and subject to change if needed after your input and reviews by you and your associates:

**1. REG Architects, Inc. Project Team:**

1. REG ARCHITECTS, INC. Architectural, Planning & Interior Design:  
Project Team Leader Rick Gonzalez, AIA, President; Manuel Ayala, AIA, LEED AP, Vice President; Vlad Dumitrescu, AIA, LEED-AP, Associate, Sr. Project Designer; and Brian Laura, D. Arch, Senior Project Manager.
2. REG CONSULTANTS as selected by REG Architects with input from the Client to include Structural Engineering.
3. CLIENT'S CONSULTANTS: Client shall provide at his expense all consulting services necessary for the development of the project that are not included in REG's consulting team and/or scope of work, such as Landscape Architecture and Civil Engineering, and others, necessary for the successful completion of the project. REG will assist in coordinating these services with REG's team

## 2. Proposed Project Program:

### **Task I. Architectural and Engineering Services:**

Existing Historic Building Assessment of Exteriors Only (Not to Include Interiors)

All tasks will be broken up into typical phases as follows:

#### **A. As-Built (AB):**

REG shall provide a site condition assessment review of the existing roof and building exterior in preparation of preparing written re-roof and building painting specifications and scope of work documents. REG will also provide to the Town a written report of the results of the condition assessment.

#### **B. Construction Documents (CD):**

Prepare written specifications for the following:

- a. Town Hall Building Re-roof and
- b. Town Hall Building Painting and Waterproofing. The written specifications shall be used by the Town for soliciting project bids and as construction contract documents identifying the required project scope of work.

#### **C. Construction Administration (CA):**

1. Observation (not inspection) services for the following:

- a. Condition review assessment
- b. A field observation of the existing roof decking (exposed plywood deck) after the existing roof has been torn off to observe the existing condition and for determining the extent of roof deck replacement (if any).
- c. A field observation of the completed roof and development for a final punch-list. Provide written report of observation results and written punch-list report.
- d. A field observation of the completed building painting and waterproofing/caulking and development of a final punch-list. Provide written report of observation results and written punch-list report.

2. Final Project Report identifying the overall project scope and the final assessment of the newly installed roof, related components, and final assessment of the newly painted building exterior.



Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 4 of 6



### 3. Proposed Fees & Timeline:

It is our intent and suggestion to continue with each of the tasks of the project consecutively to meet the schedule. The following fees are reflective of a standard design-bid-build method of project delivery and are subject to change if another project delivery method is used.

Task I	Architectural & Engineering Services	Fees	Timeline
A.	As-Builts (AB)	\$ 13,800.00	(A & B): 8 to 10 weeks (C): GC input needed
B.	Construction Documents (CD)	\$ 15,600.00	
C.	Construction Administration (CA)	\$ 7,600.00	
	<b>Lump Sum Total for Task I.</b>	<b>\$ 37,000.00</b>	

In addition to this fee, reimbursable expenses (prints, travel, etc.) shall be billed at cost plus 10%.

#### Basic Services included (checked boxes):

- ☒ Structural Engineering
- ☐ Mechanical, Electrical, & Plumbing (MEP)

#### Supplementary Services included (checked boxes):

- |   |   |
|---|---|
| <input type="checkbox"/> Programming                            | <input type="checkbox"/> Sustainable Design (LEED or Other) |
| <input type="checkbox"/> Multiple Preliminary Designs           | <input type="checkbox"/> Low Voltage System Design          |
| <input type="checkbox"/> Marketing Material                     | <input type="checkbox"/> Lighting Design                    |
| <input checked="" type="checkbox"/> Existing Facility As-Builts | <input type="checkbox"/> Acoustical Design                  |
| <input type="checkbox"/> Surveys                                | <input type="checkbox"/> Security Design                    |
| <input type="checkbox"/> Geotechnical Reports                   | <input type="checkbox"/> Food Service Design                |
| <input type="checkbox"/> Environmental Reports                  | <input type="checkbox"/> Pool/Fountain Design               |
| <input type="checkbox"/> Traffic Studies                        | <input type="checkbox"/> Interior Design/Decorating         |
| <input type="checkbox"/> Site Planning,                         | <input type="checkbox"/> As-Constructed Record Drawings     |
| <input type="checkbox"/> Civil Engineering                      | <input type="checkbox"/> Detailed Cost Estimating           |
| <input type="checkbox"/> Landscape Design                       | <input type="checkbox"/> On-Site Project Representation     |
| <input type="checkbox"/> NOA submittals,                        | <input type="checkbox"/> System Commissioning               |
| <input type="checkbox"/> Building Information Modeling (BIM)    | <input type="checkbox"/> Field Testing                      |
| <input type="checkbox"/> Energy Modeling                        | <input type="checkbox"/> Special Inspections                |
| <input checked="" type="checkbox"/> Historic Preservation       |   |

Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 5 of 6



Please note, the items listed above are an overview of the proposal services and fees that we will provide. Please be advised that this proposal becomes null and void if not signed within 30 days

(November 7, 2022). If the project is put on hold at any time for more than 60 days, additional fees (restart) will be required.

If this outline proposal is acceptable to you, please sign below and return to our office, so we can schedule your work to begin upon receipt.

We thank you and your team for the opportunity to assist you with this great project.

Sincerely,  
REG Architects, Inc.

Accepted This \_\_\_\_ of \_\_\_\_, 2022

Rick Gonzalez, AIA  
President

A handwritten signature in blue ink, appearing to read "REG", is written over the printed name and title of Rick Gonzalez.

By: \_\_\_\_\_  
Town of Lake Park  
Authorized Client Representative

cc: Manuel Ayala, AIA, Vice President/REG Architects, Inc.

enclosures: Exhibit A- REG Hourly Rate Sheet

Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 6 of 6



### HOURLY RATE SHEET "Exhibit A"

**SUBJECT:** Hourly rates for professional services as may be required.

**FROM:** Rick Gonzalez, AIA, President, REG Architects, Inc.

**DATE:** October 7, 2022

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**A. HOURLY RATES:**

Hourly rates for professional services shall be as follows:

	<u>Regular Rates</u>	<u>Government Rates</u>
Expert Witness	\$350.00	\$275.00
Principals	\$275.00	\$225.00
Associate Architect	\$225.00	\$210.00
Architectural Animator	\$200.00	\$190.00
Senior Project Manager	\$185.00	\$165.00
Project Managers	\$175.00	\$150.00
Quality Control Reviewer	\$160.00	\$140.00
Senior Interior Designer	\$150.00	\$125.00
Interior Design Assistant	\$125.00	\$100.00
Construction Administrator	\$130.00	\$120.00
CADD Technician	\$125.00	\$100.00
Graphic Designer	\$120.00	\$100.00
Administrative Assistant	\$75.00	\$65.00

**B. FIXED FEE RATES:**

Can be quoted when project's scope and budget are clearly defined and finalized.

*G:\1\_New Projects\22029 Lake Park Town Hall\07\_Administrative\02\_Contracts\01\_Client\2022-09-29 Lake Park Proposal.docx*



## PROJECT SAMPLES

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# 1916 Palm Beach County Historic Courthouse West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic & Interior Design  
**Client:** Palm Beach County  
**Address:** 300 N. Dixie Highway  
 West Palm Beach, FL 33401  
**Contact:** Jeremy Johnson  
 President & CEO of the Historical Society  
 (561) 832-4164  
 jjohnson@historicalsocietypbc.org  
**Size:** 38,000 SF 4-Story Building  
**Cost:** \$18 Million  
**Period:** 2001 - 2008  
**Status:** Completed

Design emphasis was placed on the preservation and documentation of all original interior and exterior features as well as salvage of historic materials from later additions for reuse during the restoration process. Throughout the design process, strict adherence to the Secretary of the Interior's Standards for Rehabilitation were observed to facilitate the building being returned to its original 1916 exterior appearance as well as the restoration of the major public interior spaces, including corridors and courtroom. The Richard and Pat Johnson Palm Beach County History Museum and office space for the Historic Society of Palm Beach County was included in the design. Awards for this project include the Palm Beach Chapter of the American Institute of Architects Honor Award for Design, and the Florida Trust for Historic Preservation, Preservation Award.



REG#01049

120 South Olive Avenue, Suite 210, West Palm Beach, FL 33401 | P 561.659.2383 | [www.regarchitects.com](http://www.regarchitects.com)

# Boynton Beach Arts & Cultural Center Boynton Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic, Civic, Cultural  
**Client:** City of Boynton Beach  
**Address:** 100 E. Boynton Beach Blvd.  
 Boynton Beach, FL 33435  
**Contact:** Lori Laverriere  
 City Manager  
 (561) 742-6000  
 Laverrierel@bbfl.us  
**Size:** 30,000 SF  
**Cost:** \$10.5 Million  
**Period:** 2009-2011, 2012-2020  
**Status:** Completed

Located in Boynton Beach Town Square, the historic "Old Mangrove" High School, built in 1927 has undergone a historic rehabilitation to serve as a community hub for the City of Boynton Beach. Following extensive feasibility studies and public charettes conducted by REG, the plan for adaptive reuse was developed to include city offices, library, community event spaces, dance studios, art classes studios, and a business incubator area.



REG#10026



# Historic Lake Worth Beach Casino Lake Worth Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:**

Municipal, Historic, Mixed Use &  
Other: Public Assembly

**Client:**

City of Lake Worth Beach

**Address:**

10 S. Ocean Boulevard  
Lake Worth Beach, FL 33460

**Contact:**

William Waters  
AIA Community Development Dir.  
(561) 586-1630  
wwaters@lakeworth.org

**Size:**

37,400 SF

**Cost:**

\$6 Million

**Period:**

April 2010 - December 2012

**Status:**

Completed

Historically based reconstruction of existing beach front structure utilizing a Core-Shell design approach facilitating a project goal to attain a LEED Certification. The project included the demolition & renovation/rehabilitation of an existing oceanfront, two-story, beach casino building, which included portions of an original Mediterranean Revival 1922 structure and a newer 1949 building in the International Style. Public charrette workshops were held for 300 townspeople to help determine the functions for the renovated building. The finished adaptive re-use includes a second-floor ballroom with walkout balconies and supporting catering facilities to host weddings and large events. The ground floor houses retail shops and restaurants.



# Sunset Lounge West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Government, Historic, Civic  
**Client:** West Palm Beach Community  
 Redevelopment Agency  
**Address:** 609 8th Street  
 West Palm Beach, FL 33401  
**Contact:** Genia Baker  
 CRA Project Manager  
 gbaker@wpb.org  
**Size:** 20,500 sf  
**Cost:** \$16.4 Million  
**Period:** 2014-2022  
**Status:** Completed

REG provided Historical Rehabilitation and Addition Plans to the City of West Palm Beach CRA to return the existing building back to its original use, during the decades of the 1930's and 1940's when it was used as a jazz club and lounge. These Historical Rehabilitation and Architectural Plans were submitted as part of two successful historic grant applications. Moreover, the rehabilitation of the building and addition will make the Sunset Lounge the center piece of revitalization efforts and renewal of the Jazz and Entertainment District for future generations.



REG#14033



# Cultural Council for Palm Beach County Lake Worth Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic, Interior Design &  
Other: Adaptive Reuse  
**Client:** Cultural Council of Palm Beach  
County  
**Address:** 601 Lake Avenue  
Lake Worth Beach, FL 33460  
**Contact:** Kathleen Alex  
Finance Director  
(561) 471-2901  
KAlex@palmbeachculture.com  
**Size:** 11,800 SF  
**Cost:** \$850,000  
**Period:** 2008 - 2012  
**Status:** Completed

In 2010, the building was donated to the Cultural Council of Palm Beach County, who undertook an extensive adaptive renovation of the 75 year old structure. REG was hired to perform exterior renovations focused on stucco repair, restoration & paint, upgrades for hurricane protection & ADA compliance. Original display case windows were re-opened and the roofing was upgraded. The interior of the building was completely renovated and included: Lobby, gift shop addition, Cultural Information Center, Exhibition and Lecture Hall spaces. The second floor provided offices, storage and service areas. An exterior plaza/sculpture garden has also been added. This project was awarded the AIA Excellence award and Florida Trust for Historic Preservation award in 2013.

REG#08020



# Halsey Place West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Mixed Use, Public Work, Retail & Historic  
**Client:** STI Holdings Datura, LLC  
**Address:** 313 Datura Street  
 West Palm Beach, FL 33401  
**Contact:** David Felton  
 President  
 (561) 514-4061  
 dfelton@cbsite.net  
**Size:** Main Building: 22,071 SF  
**Cost:** Main Building: \$2.5 Million  
**Period:** 2016 - 2019  
**Status:** Completed

Construction of historic façade that was previously converted to modern in the 1950s. The goal of this project was to bring the façade of this 1922 building back to the character of its original appearance which consisted of the removal of the existing concrete panels at the front façade and demolition. Work included assessment of the current condition in conjunction with information from original drawings, photographs, and architectural and engineering documents.



REG#16023

120 South Olive Avenue, Suite 210, West Palm Beach, FL 33401 | P 561.659.2383 | [www.regarchitects.com](http://www.regarchitects.com)



# 500 Orange Avenue Event Center Fort Pierce, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:**  
**Client:**

Historic & Mixed Use  
Stan & Jean Synkosko  
insynkinc@gmail.com  
(772) 528-0374

**Address:**

500 Orange Avenue  
Fort Pierce, FL 34950

**Size:**

7,043 SF

**Cost:**

\$1 Million

**Period:**

2018 - 2021

**Status:**

Completed

This project consisted of the adaptive reuse of a 7,043 SF historic post office into an event center. The exterior restoration of Mediterranean style facades included patching and repairing the stucco, new paint to match the existing color palate, new lighting, signage, and awnings. The interior event space takes advantage of an open plan, which is conducive for weddings, meetings, and other similar types of activities. This space highlights the existing structure of the building with exposed wood floor and joists, and steel columns and beams.



REG#18017

# First Methodist Church/ The Harriett Himmel Theater West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Mixed Use, Historic & Other:  
Adaptive Reuse  
**Client:** City Place Partners  
**Address:** 700 S. Rosemary Avenue  
West Palm Beach, FL 33401  
**Contact:** Carey O'Donnell  
Public Relations  
cod@codpr.com  
**Size:** 3 Story  
51,786 SF Total  
**Cost:** \$6 Million  
**Period:** 1999 - 2000  
**Status:** Completed

Originally the First United Methodist Church, built in 1926, and one of the finest examples of Spanish Colonial Revival architecture of its time, the building is the centerpiece of Rosemary Square. A \$550 million 55-acre mixed-use retail, residential, dining and entertaining complex in Downtown West Palm Beach. It was converted into the Harriet Himmel Theatre with accompanying restaurants and retail shops. With this historic building as its anchor, the "Rosemary Square" area is now thriving with upscale clubs, shopping, eating establishments and a multiplex movie theater. This project received the AIA Honor Award for Design in 2006.

REG#99079







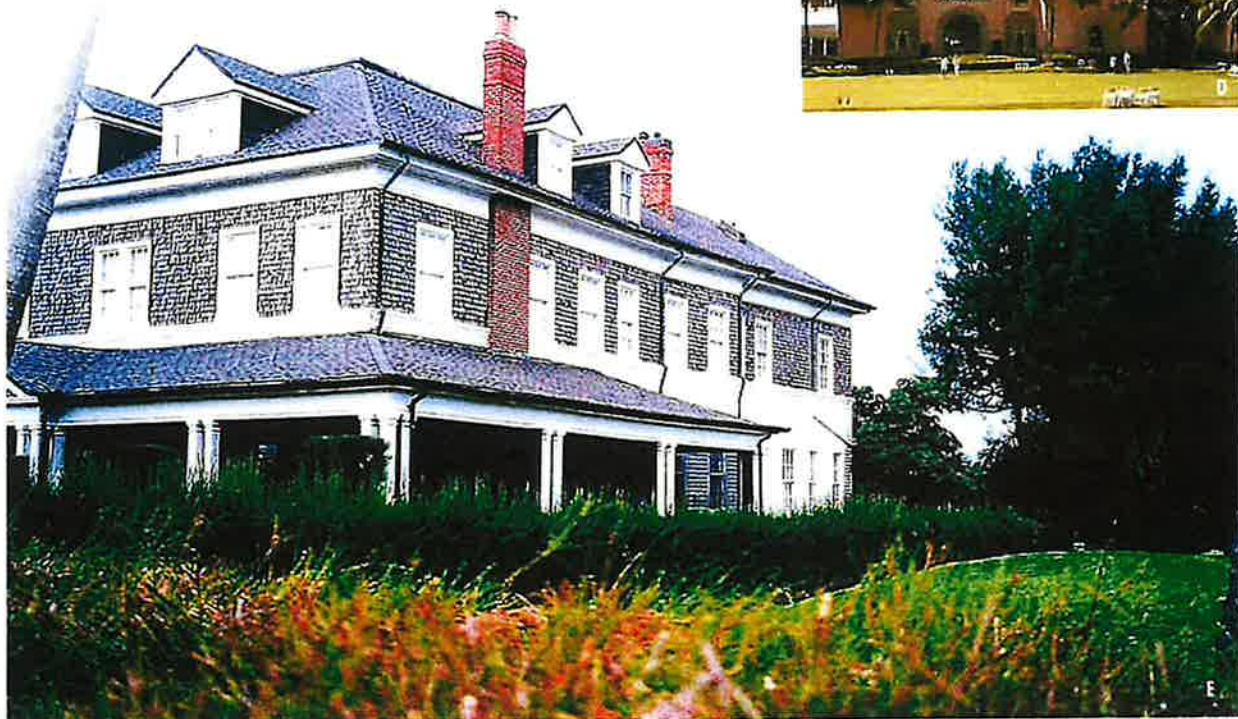
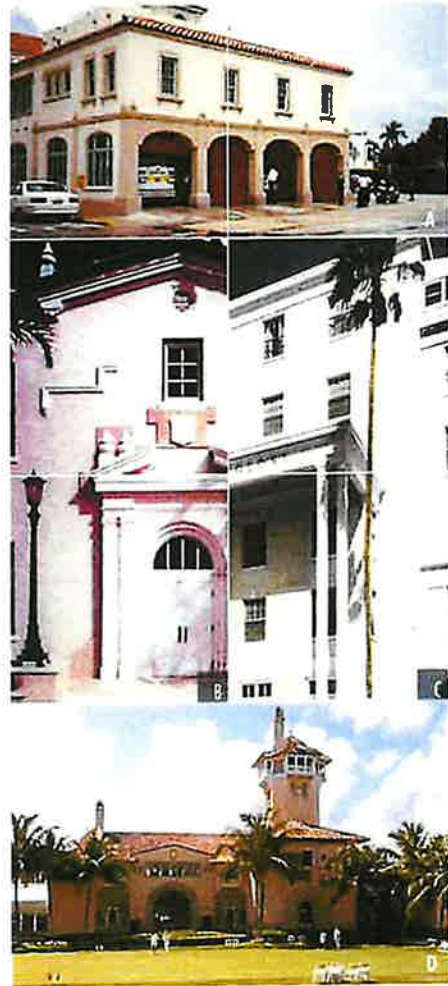
Town of Lake Park  
Request for Proposal (RFP) No. 108-2022  
Professional Architectural Design and Consulting Services for Town Hall Historic  
Preservation Projects

List of proposed sub-consultants:

1. ONM&J - will be utilized as structural engineers for this project if needed. Their experience as related to Historic Preservation projects is attached here on the following page.

## Historic Preservation Projects

- |   |  |   |
|---|--|---|
| A. Palm Beach Historic Fire Station<br>Palm Beach, FL   | Lake Worth High School<br>Lake Worth, FL             | Lake Worth Playhouse<br>Lake Worth, FL                          |
| B. Old School Square<br>Delray Beach, FL                | 1930's Miami Beach Residence Renovation<br>Miami, FL | Alexander W. Dreyfoos School of the Arts<br>West Palm Beach, FL |
| C. Colony Hotel<br>Palm Beach, FL                       | Boynton Beach Elementary School<br>Boynton Beach, FL | Jupiter Elementary School<br>Jupiter, FL                        |
| D. Mar-A-Lago Estate<br>Palm Beach, FL                  | Opa Locka Historic Train Station<br>Opa Locka, FL    | Flagler Museum<br>Palm Beach, FL                                |
| E. The Breakers Palm Beach - Cottages<br>Palm Beach, FL | Delray Beach Train Station<br>Delray Beach, FL       | Palm Beach Bath & Tennis Club<br>Palm Beach, FL                 |
| Delray Beach City Hall<br>Delray Beach, FL              | Brazilian Court Hotel<br>Palm Beach, FL              | Lake Worth Casino<br>Lake Worth, FL                             |
| First Baptist Church<br>Delray Beach, FL                | Gulfstream Hotel<br>Lake Worth, FL                   | Boynton Beach High School<br>Boynton Beach, FL                  |



Structural Engineering | Consulting | Construction Management | Historic Preservation | Environmental Services | Real Estate Development | Insurance Claims | Forensic Engineering

West Palm Beach, FL | Philadelphia, Lehigh Valley, PA

Main Office: 1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach, FL 33401 | T: 561.835.9994 | Florida License #4386

[www.onmj.net](http://www.onmj.net)

**ONMJ**  
O'Donnell, Naccarato, Mignogna & Jackson

**BID #1**

October 7, 2022

John O. D'Agostino  
Town Manager  
Town of Lake Park, Florida  
535 Park Avenue  
Lake Park, Florida 33403

**RE: REQUEST FOR PROPOSAL No. 108-2022 Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects**

Dear Mr. D'Agostino,

Pursuant to your Request for Proposal No. 108-2022 Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects, we are pleased to submit our proposal for comprehensive Architectural Design and Consulting Services.

The firm of Netta Architects and our consultants, RLA Conservation and RMS Building Envelope Consultants, agree to perform the following scope of professional services as outlined in the RFP - Part III – Scope of Services, Page 26 and below in Scope of Services. We understand that the project scope includes performing a condition assessment and preparing a report, which provides recommended repair and replacement strategies as well as written specifications for each asset identified in the scope of work, including field inspection services of construction activities.

### **FIRM PROFILE – HISTORICAL RESTORATION**

Established in 1993, Netta Architects (NA) is a full service architecture, planning, interior design and historic restoration/preservation firm located in Boca Raton, Florida. The principal of the firm, Nicholas J. Netta, AIS, NCARB, along with key employees, have an impressive record of experience in a wide range of historic renovation projects in both the public and private sectors. Netta Architects has completed high quality, high profile, award-winning projects, with an emphasis on historic preservation for libraries, theatre arts, parks, train stations, governmental buildings, prisons, educational facilities, and residential projects. Netta Architects has LEED® accredited professionals and is certified by the Historic Preservation Offices in the states of New Jersey and New York, enabling us to address project criteria, grants, approval and certification to meet sustainable design goals and historic restoration/preservation mandates. Netta Architects seasoned staff have a vast knowledge of traditional and historic construction technology; familiarity with Secretary of the Interior's Standards for Historic Preservation; and experience with historic grant applications and administration.



As an experienced Historic Restoration Architecture Firm, Clients nationwide have trusted Netta Architects with restoring visual appeal and functionality to historic structures. We are a single-source provider of interior and exterior restoration; backed by a skilled team that remains committed to respecting the history of your structure. Each small detail is vitally important to a successful restoration. Even if the public will never notice the precision in the design, our team will work to ensure that each aspect is faithfully recreated. Historic restoration involves reconstructing, renovating, or preserving landmark structures of great historical significance. Netta Architect has become a national leader in historic restoration architecture because we believe in creating a unique and sustainable solutions that will pay proper tribute to your structure's lasting legacy. Understanding that technology provides a significant tool for historic renovation projects, Netta Architects uses its expertise in Revit and BIM (Building Information Modeling), to develop digital models of our historic restoration/preservation projects so our Clients can clearly visualize their buildings before final design is commenced.

## SCOPE OF SERVICES

### PHASE I – PRELIMINARY DESIGN

#### FIELD INVESTIGATION

1. Photographical documentation of the existing conditions;
2. Field verification of all existing building conditions;
3. Detailed documentation of roof and paint;
4. Perform mortar and historic coating analysis; and
5. Provide the Town a comprehensive written report of the results of the Conditions Assessment.

Preliminary Design Fee ..... \$ 8,700.00  
 (Task Time Frame 31 Days)

### PHASE II – DESIGN DEVELOPMENT

#### DESIGN DEVELOPMENT

1. Prepare preliminary architectural plans, elevations and sections outlining the proposed building restoration and roof replacement;
2. Prepare preliminary construction cost estimate based upon preliminary design documents;

3. Review material selection criteria with the Town of Lake Park;
4. In accordance with Section 267.031(5)(i) of Florida Statutes, submit the architectural planning document to the Division of Historic Resources for review and approval; and
5. Provide for one (1) design development meeting with the Town of Lake Park for project review.

Design Development Fee ..... \$ 8,700.00  
(Task Time Frame 34 Days)

### PHASE III – CONTRACT DOCUMENTS

#### CONTRACT DOCUMENTS

Prepare the following Architectural plans and specifications in sufficient detail to received competitive bids and secure all required from State of Florida Department of State, Division of Historical Resources approvals.

#### 90% Level Design Submission

1. Prepare 90% complete architectural plans;
2. Prepare 90% complete project manual for review and submission;
3. Adjust preliminary construction cost estimate based upon 90% level design documents; and
4. Allow for 90% level design meeting with the Town of Lake Park.

#### 100% Complete Contract Documents

1. Prepare 100% complete architectural plans and project specifications for distribution;
2. In accordance with Section 267.031(5)(i) of Florida Statutes, submit the architectural planning document to the Division of Historic Resources for review and approval; and
3. Submit final construction cost estimate.

Contract Documents Fee ..... \$ 26,000.00  
(Task Time Frame 66 Days)

## PHASE IV – BIDDING AND NEGOTIATION

### BIDDING PHASE

1. Attend one (1) pre-bid conference meeting and site walk through;
2. Provide interpretation of the contract documents for bidding contractors;
3. Prepare addenda based on contractor's request for information; and
4. Professional assists the Town of Lake Park with the selection of a qualified contractor to perform the work.

Bidding & Negotiation Fee ..... \$ 3,000.00  
(Task Time Frame 1 Bid Cycle)

## PHASE V – CONSTRUCTION ADMINISTRATION

### CONSTRUCTION ADMINISTRATION

1. Submit three (3) sets of signed and sealed contract documents to selected contractors for required plan reviews;
2. Review and approve contractor's shop drawings;
3. Perform weekly site inspections during the construction process to monitor the contractor's performance in accordance to the contract documents;
4. Conduct biweekly construction progress meetings;
5. Prepare and distribute meeting minutes to all parties;
6. Review contractors application for payments; and
7. Perform a field inspection of the completed building paint and waterproofing/caulking, and develop a final inspection punch-list; and
8. Provide a written report of the painting inspection results and written punch-list report.

Construction Administration Fee ..... \$ 11,600.00  
(Task Time Frame 120 Days)

## COMPENSATION

The above outlined professional Architectural and Engineering services listed in Article I shall be completed for a fee of **Fifty-Eight Thousand Dollars (\$58,000.00)**.

### FEE BREAKDOWN:

Phase I – Preliminary Design Fee .....	\$ 8,700.00
Phase II – Design Development Fee.....	\$ 8,700.00
Phase III – Contract Documents Fee.....	\$ 26,000.00
Phase IV – Bid Assistance Fee.....	\$ 3,000.00
Phase V – Construction Administration Fee**.....	\$ 11,600.00
CONTRACT SERVICES NOT TO EXCEED .....	\$ 58,000.00

### Contract Endnotes

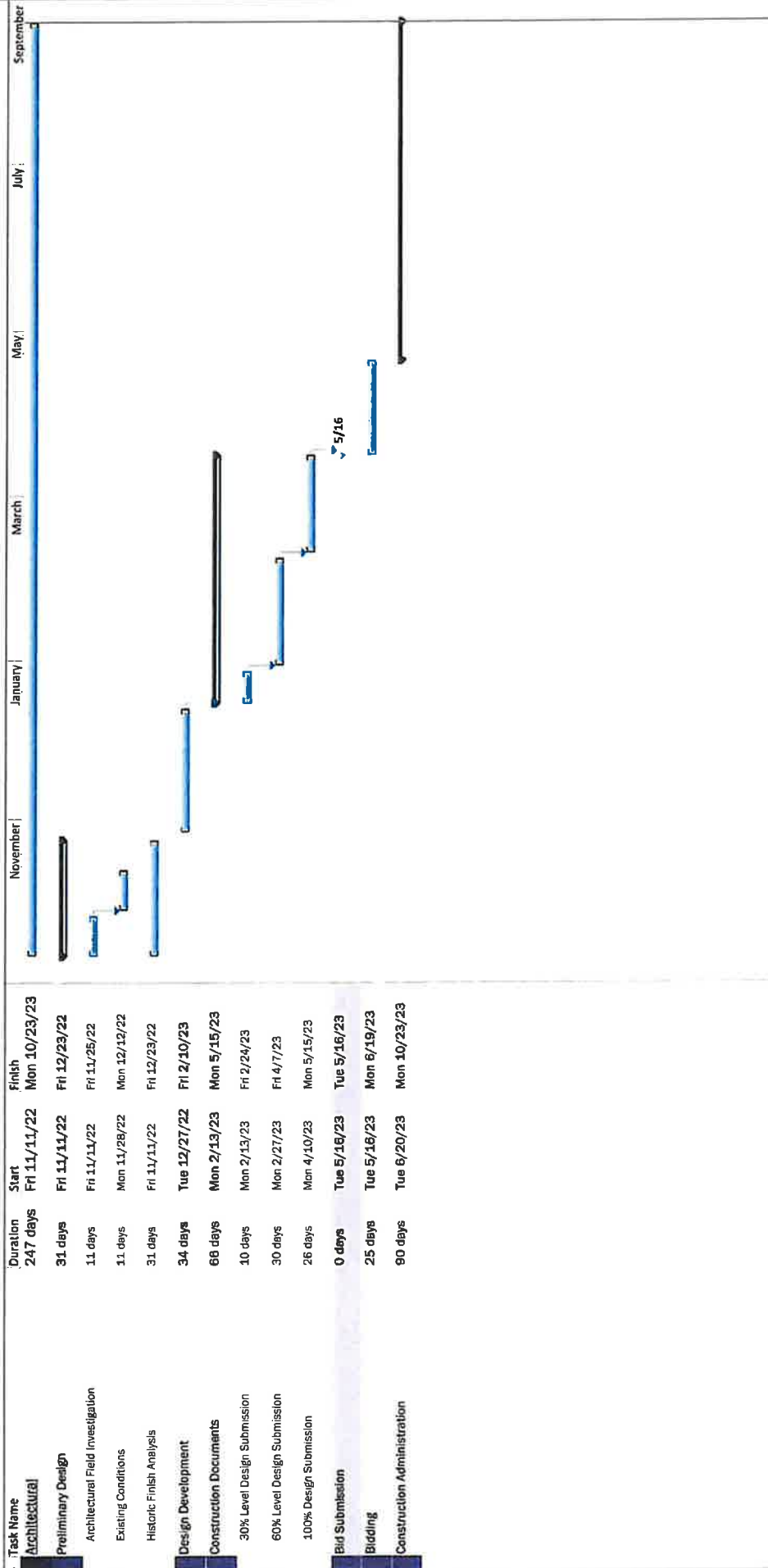
\*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement. In the event professional design fees are not paid in accordance with the 30-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

\*\*Construction Administration Fee quoted is based upon our professional estimate of time required and anticipated from similar past project requirements during this phase. Any extended construction periods beyond the number of months or excessively noted monthly hours expended by the architect, may require a review between the owner and architect to determine the need for an Amendment to this agreement through a Change Order for additional services above the scope of services contracted.



TOWN OF LAKE PARK  
TOWN HALL HISTORIC PRESERVATION PROJECTS  
535 PARK AVE.  
LAKE PARK, FLORIDA 33403

NETTA ARCHITECTS  
NEW JERSEY | FLORIDA | NEW YORK



Project: Town of Lake Park Historic Preservation Date: Fri 10/7/22	Task	External Tasks	Manual Task	Finish-only	Progress
	Split	External Milestone	Duration-only	Deadline	
	Milestone	Inactive Task	Manual Summary Rollup	Baseline	
	Summary	Inactive Milestone	Manual Summary	Baseline Milestone	
	Project Summary	Inactive Summary	Start-only	Baseline Summary	

### RLA Conservation – Historical Conservator

RLA Conservation is team of professionally trained conservators and artisans specializing in the care of sculpture, historic architecture, and artifacts. Trained in the U.S., Latin America, and Europe, they provide emergency response services, conditions assessments, stabilization, conservation, maintenance, repair, restoration and long-term management of cultural heritage objects and structures. They have particular expertise in modern and contemporary art, monumental outdoor sculpture, Twentieth century buildings, and Latin American art.

RLA's work adheres to the Code of Ethics and Guidelines for Practice of the American Institute for the Conservation of Historic and Artistic Works (AIC), the Secretary of the Interior's Standards for the Treatment of Historic Properties, and other applicable international charters.

### RMS Building Envelope Consultants

RMS Building Envelope Consultants will assist the Netta in the highly specialized areas of roofing and façade consulting. RMS is highly experienced and trained in performing roofing and envelope assessments, and will be an invaluable team member in achieving sustainability goals with energy saving systems, high performance roofing, and waterproofing solutions for the Project.



XXXXXXXXXXXXXXXXXXXX

DATE

NICHOLAS J. NETTA, AIA, NCARB | PRINCIPAL

DATE



# BID #2

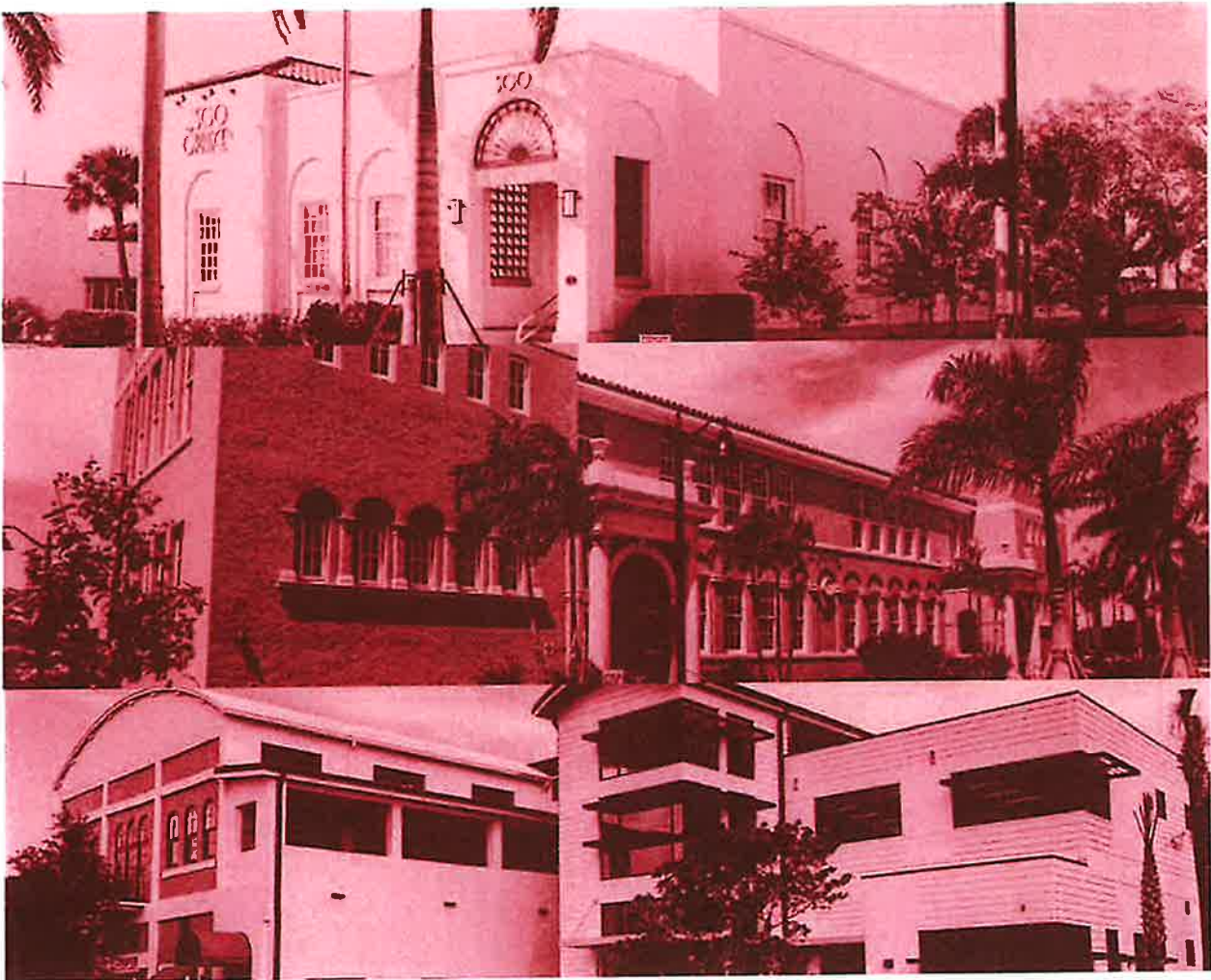


**REG**  
ARCHITECTS  
since 1988

Town of Lake Park

RFP 108-2022

Town Hall Historic Preservation Projects



120 S OLIVE AVENUE, SUITE 210 WEST PALM BEACH, FL 33401

(561) 659-2383

[REGARCHITECTS.COM](http://REGARCHITECTS.COM)



October 7, 2022

Mr. John Wille  
Capital Projects Manager  
Town of Lake Park  
535 Park Avenue,  
Lake Park, Florida, 33403

Via E-mail: [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov)

RE: Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects  
535 Park Avenue, Lake Park, Florida, 33403  
RFP No. 108-2022

Dear Mr. Willie:

I am pleased to submit this proposal to provide you with Historic Preservation architectural services for renovations of the above referenced property. We look forward to providing architectural services with a personal local approach for the Town's project and are well versed to assist the Town with such. We have the staff and commitment to do this assignment!

We have been providing Historic Preservation architectural services since 1988 on projects small and large. Several successful restorations we completed were for the 1916 Historic Palm Beach County Courthouse, Lake Worth Beach Casino, and the Boynton Beach Arts & Cultural Center. In the City of Fort Pierce, we worked on stabilizing the 1914 Old St. Anastasia School House, and an adaptive reuse project with the Historic Post Office building into an event center. More recently, we are excited to hear construction is now finished at the Sunset Lounge in West Palm Beach where our firm was instrumental in the preservation and addition to this crucial historic community site. Our project experience also includes many historic single-family homes, clubs, commercial and governmental buildings. I have also recently been granted the status of Member Emeritus under the Florida Trust for Historic Preservation (FTHP) now serving as a lifelong member because of my continued endeavor to preserve historic buildings and sites throughout the State of Florida. In 2020, President Trump appointed me as an expert member for the entire country to the Advisory Council on Historic Preservation for a 4-year term. We have an active and up to date State of Florida Minority Business Certification, as well as an active Palm Beach County Small/Minority Business Enterprise certification.

Sincerely,  
REG Architects, Inc.

Rick Gonzalez, AIA  
President

A handwritten signature in blue ink, appearing to read "REG", is written over the typed name "Rick Gonzalez, AIA" and the title "President".



## FINAL PROPOSAL

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Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 2 of 6



October 7, 2022

Mr. John Wille  
Capital Projects Manager  
Town of Lake Park  
535 Park Avenue,  
Lake Park, Florida, 33403

Via E-mail: [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov)

RE: Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects  
535 Park Avenue, Lake Park, Florida, 33403  
RFP No. 108-2022

Dear Mr. Willie:

Thank you for contacting **REG Architects, Inc.**; I am pleased to submit this proposal to provide you with Historic Preservation architectural services for renovations of the above referenced property. Services will be rendered on a lump sum basis estimate per our attached rate sheet and will be billed on a monthly progress (plus reimbursable expenses if applicable).

The following is proposed to be conceptual and subject to change if needed after your input and reviews by you and your associates:

**1. REG Architects, Inc. Project Team:**

1. REG ARCHITECTS, INC. Architectural, Planning & Interior Design:  
Project Team Leader Rick Gonzalez, AIA, President; Manuel Ayala, AIA, LEED AP, Vice President; Vlad Dumitrescu, AIA, LEED-AP, Associate, Sr. Project Designer; and Brian Laura, D. Arch, Senior Project Manager.
2. REG CONSULTANTS as selected by REG Architects with input from the Client to include Structural Engineering.
3. CLIENT'S CONSULTANTS: Client shall provide at his expense all consulting services necessary for the development of the project that are not included in REG's consulting team and/or scope of work, such as Landscape Architecture and Civil Engineering, and others, necessary for the successful completion of the project. REG will assist in coordinating these services with REG's team

## 2. Proposed Project Program:

### **Task I. Architectural and Engineering Services:**

Existing Historic Building Assessment of Exteriors Only (Not to Include Interiors)

All tasks will be broken up into typical phases as follows:

#### **A. As-Builts (AB):**

REG shall provide a site condition assessment review of the existing roof and building exterior in preparation of preparing written re-roof and building painting specifications and scope of work documents. REG will also provide to the Town a written report of the results of the condition assessment.

#### **B. Construction Documents (CD):**

Prepare written specifications for the following:

- a. Town Hall Building Re-roof and
- b. Town Hall Building Painting and Waterproofing. The written specifications shall be used by the Town for soliciting project bids and as construction contract documents identifying the required project scope of work.

#### **C. Construction Administration (CA):**

1. Observation (not inspection) services for the following:

- a. Condition review assessment
- b. A field observation of the existing roof decking (exposed plywood deck) after the existing roof has been torn off to observe the existing condition and for determining the extent of roof deck replacement (if any).
- c. A field observation of the completed roof and development for a final punch-list. Provide written report of observation results and written punch-list report.
- d. A field observation of the completed building painting and waterproofing/caulking and development of a final punch-list. Provide written report of observation results and written punch-list report.

2. Final Project Report identifying the overall project scope and the final assessment of the newly installed roof, related components, and final assessment of the newly painted building exterior.

### 3. Proposed Fees & Timeline:

It is our intent and suggestion to continue with each of the tasks of the project consecutively to meet the schedule. The following fees are reflective of a standard design-bid-build method of project delivery and are subject to change if another project delivery method is used.

Task I	Architectural & Engineering Services	Fees	Timeline
A.	As-Builts (AB)	\$ 13,800.00	(A & B): 8 to 10 weeks (C): GC input needed
B.	Construction Documents (CD)	\$ 15,600.00	
C.	Construction Administration (CA)	\$ 7,600.00	
Lump Sum Total for Task I.		\$ 37,000.00	

In addition to this fee, reimbursable expenses (prints, travel, etc.) shall be billed at cost plus 10%.

#### Basic Services included (checked boxes):

- ☒ Structural Engineering
- ☐ Mechanical, Electrical, & Plumbing (MEP)

#### Supplementary Services included (checked boxes):

- |   |   |
|---|---|
| <input type="checkbox"/> Programming                            | <input type="checkbox"/> Sustainable Design (LEED or Other) |
| <input type="checkbox"/> Multiple Preliminary Designs           | <input type="checkbox"/> Low Voltage System Design          |
| <input type="checkbox"/> Marketing Material                     | <input type="checkbox"/> Lighting Design                    |
| <input checked="" type="checkbox"/> Existing Facility As-Builts | <input type="checkbox"/> Acoustical Design                  |
| <input type="checkbox"/> Surveys                                | <input type="checkbox"/> Security Design                    |
| <input type="checkbox"/> Geotechnical Reports                   | <input type="checkbox"/> Food Service Design                |
| <input type="checkbox"/> Environmental Reports                  | <input type="checkbox"/> Pool/Fountain Design               |
| <input type="checkbox"/> Traffic Studies                        | <input type="checkbox"/> Interior Design/Decorating         |
| <input type="checkbox"/> Site Planning,                         | <input type="checkbox"/> As-Constructed Record Drawings     |
| <input type="checkbox"/> Civil Engineering                      | <input type="checkbox"/> Detailed Cost Estimating           |
| <input type="checkbox"/> Landscape Design                       | <input type="checkbox"/> On-Site Project Representation     |
| <input type="checkbox"/> NOA submittals,                        | <input type="checkbox"/> System Commissioning               |
| <input type="checkbox"/> Building Information Modeling (BIM)    | <input type="checkbox"/> Field Testing                      |
| <input type="checkbox"/> Energy Modeling                        | <input type="checkbox"/> Special Inspections                |
| <input checked="" type="checkbox"/> Historic Preservation       |   |

Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 5 of 6



Please note, the items listed above are an overview of the proposal services and fees that we will provide. Please be advised that this proposal becomes null and void if not signed within 30 days

(November 7, 2022). If the project is put on hold at any time for more than 60 days, additional fees (restart) will be required.

If this outline proposal is acceptable to you, please sign below and return to our office, so we can schedule your work to begin upon receipt.

We thank you and your team for the opportunity to assist you with this great project.

Sincerely,  
REG Architects, Inc.

Accepted This \_\_\_\_ of \_\_\_\_, 2022

Rick Gonzalez, AIA  
President

A handwritten signature in blue ink, appearing to read "REG", written over a horizontal line.

By: \_\_\_\_\_  
Town of Lake Park  
Authorized Client Representative

cc: Manuel Ayala, AIA, Vice President/REG Architects, Inc.

enclosures: Exhibit A- REG Hourly Rate Sheet



Lake Park Town Hall  
RFP NO. 108-2022  
10/7/22  
Page 6 of 6



### HOURLY RATE SHEET "Exhibit A"

**SUBJECT:** Hourly rates for professional services as may be required.

**FROM:** Rick Gonzalez, AIA, President, **REG Architects, Inc.**

**DATE:** October 7, 2022

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**A. HOURLY RATES:**

Hourly rates for professional services shall be as follows:

	<u>Regular Rates</u>	<u>Government Rates</u>
Expert Witness	\$350.00	\$275.00
Principals	\$275.00	\$225.00
Associate Architect	\$225.00	\$210.00
Architectural Animator	\$200.00	\$190.00
Senior Project Manager	\$185.00	\$165.00
Project Managers	\$175.00	\$150.00
Quality Control Reviewer	\$160.00	\$140.00
Senior Interior Designer	\$150.00	\$125.00
Interior Design Assistant	\$125.00	\$100.00
Construction Administrator	\$130.00	\$120.00
CADD Technician	\$125.00	\$100.00
Graphic Designer	\$120.00	\$100.00
Administrative Assistant	\$75.00	\$65.00

**B. FIXED FEE RATES:**

Can be quoted when project's scope and budget are clearly defined and finalized.

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## PROJECT SAMPLES

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# 1916 Palm Beach County Historic Courthouse West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic & Interior Design  
**Client:** Palm Beach County  
**Address:** 300 N. Dixie Highway  
 West Palm Beach, FL 33401  
**Contact:** Jeremy Johnson  
 President & CEO of the Historical Society  
 (561) 832-4164  
 jjohnson@historicalsocietypbc.org  
**Size:** 38,000 SF 4-Story Building  
**Cost:** \$18 Million  
**Period:** 2001 - 2008  
**Status:** Completed

Design emphasis was placed on the preservation and documentation of all original interior and exterior features as well as salvage of historic materials from later additions for reuse during the restoration process. Throughout the design process, strict adherence to the Secretary of the Interior's Standards for Rehabilitation were observed to facilitate the building being returned to its original 1916 exterior appearance as well as the restoration of the major public interior spaces, including corridors and courtroom. The Richard and Pat Johnson Palm Beach County History Museum and office space for the Historic Society of Palm Beach County was included in the design. Awards for this project include the Palm Beach Chapter of the American Institute of Architects Honor Award for Design, and the Florida Trust for Historic Preservation, Preservation Award.



REG#01049

120 South Olive Avenue, Suite 210, West Palm Beach, FL 33401 | P 561.659.2383 | [www.regarchitects.com](http://www.regarchitects.com)



# Boynton Beach Arts & Cultural Center Boynton Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic, Civic, Cultural  
**Client:** City of Boynton Beach  
**Address:** 100 E. Boynton Beach Blvd.  
 Boynton Beach, FL 33435  
**Contact:** Lori Laverriere  
 City Manager  
 (561) 742-6000  
 Laverrierel@bbfl.us  
**Size:** 30,000 SF  
**Cost:** \$10.5 Million  
**Period:** 2009-2011, 2012-2020  
**Status:** Completed

Located in Boynton Beach Town Square, the historic "Old Mangrove" High School, built in 1927 has undergone a historic rehabilitation to serve as a community hub for the City of Boynton Beach. Following extensive feasibility studies and public charettes conducted by REG, the plan for adaptive reuse was developed to include city offices, library, community event spaces, dance studios, art classes studios, and a business incubator area.



REG#10026



# Historic Lake Worth Beach Casino

## Lake Worth Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Municipal, Historic, Mixed Use & Other: Public Assembly  
**Client:** City of Lake Worth Beach  
**Address:** 10 S. Ocean Boulevard  
 Lake Worth Beach, FL 33460  
**Contact:** William Waters  
 AIA Community Development Dir.  
 (561) 586-1630  
 wwaters@lakeworth.org  
**Size:** 37,400 SF  
**Cost:** \$6 Million  
**Period:** April 2010 - December 2012  
**Status:** Completed

Historically based reconstruction of existing beach front structure utilizing a Core-Shell design approach facilitating a project goal to attain a LEED Certification. The project included the demolition & renovation/rehabilitation of an existing oceanfront, two-story, beach casino building, which included portions of an original Mediterranean Revival 1922 structure and a newer 1949 building in the International Style. Public charette workshops were held for 300 townspeople to help determine the functions for the renovated building. The finished adaptive re-use includes a second-floor ballroom with walkout balconies and supporting catering facilities to host weddings and large events. The ground floor houses retail shops and restaurants.



# Sunset Lounge West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Government, Historic, Civic  
**Client:** West Palm Beach Community  
 Redevelopment Agency  
**Address:** 609 8th Street  
 West Palm Beach, FL 33401  
**Contact:** Genia Baker  
 CRA Project Manager  
 gbaker@wpb.org  
**Size:** 20,500 sf  
**Cost:** \$16.4 Million  
**Period:** 2014-2022  
**Status:** Completed

REG provided Historical Rehabilitation and Addition Plans to the City of West Palm Beach CRA to return the existing building back to its original use, during the decades of the 1930's and 1940's when it was used as a jazz club and lounge. These Historical Rehabilitation and Architectural Plans were submitted as part of two successful historic grant applications. Moreover, the rehabilitation of the building and addition will make the Sunset Lounge the center piece of revitalization efforts and renewal of the Jazz and Entertainment District for future generations.



REG#14033



# Cultural Council for Palm Beach County Lake Worth Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Historic, Interior Design &  
Other: Adaptive Reuse  
**Client:** Cultural Council of Palm Beach  
County  
**Address:** 601 Lake Avenue  
Lake Worth Beach, FL 33460  
**Contact:** Kathleen Alex  
Finance Director  
(561) 471-2901  
KAlex@palmbeachculture.com  
**Size:** 11,800 SF  
**Cost:** \$850,000  
**Period:** 2008 - 2012  
**Status:** Completed

In 2010, the building was donated to the Cultural Council of Palm Beach County, who undertook an extensive adaptive renovation of the 75 year old structure. REG was hired to perform exterior renovations focused on stucco repair, restoration & paint, upgrades for hurricane protection & ADA compliance. Original display case windows were re-opened and the roofing was upgraded. The interior of the building was completely renovated and included: Lobby, gift shop addition, Cultural Information Center, Exhibition and Lecture Hall spaces. The second floor provided offices, storage and service areas. An exterior plaza/sculpture garden has also been added. This project was awarded the AIA Excellence award and Florida Trust for Historic Preservation award in 2013.

REG#08020



# Halsey Place West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:** Mixed Use, Public Work, Retail & Historic  
**Client:** STI Holdings Datura, LLC  
**Address:** 313 Datura Street  
 West Palm Beach, FL 33401  
**Contact:** David Felton  
 President  
 (561) 514-4061  
 dfelton@cbsite.net  
**Size:** Main Building: 22,071 SF  
**Cost:** Main Building: \$2.5 Million  
**Period:** 2016 - 2019  
**Status:** Completed

Construction of historic façade that was previously converted to modern in the 1950s. The goal of this project was to bring the façade of this 1922 building back to the character of its original appearance which consisted of the removal of the existing concrete panels at the front façade and demolition. Work included assessment of the current condition in conjunction with information from original drawings, photographs, and architectural and engineering documents.



REG#16023

120 South Olive Avenue, Suite 210, West Palm Beach, FL 33401 | P 561.659.2383 | [www.regarchitects.com](http://www.regarchitects.com)



# 500 Orange Avenue Event Center Fort Pierce, FL

**REG**  
ARCHITECTS  
since 1988



**Project Type:**  
**Client:**

Historic & Mixed Use  
Stan & Jean Synkosko  
insynkinc@gmail.com  
(772) 528-0374

**Address:**

500 Orange Avenue  
Fort Pierce, FL 34950

**Size:**

7,043 SF

**Cost:**

\$1 Million

**Period:**

2018 - 2021

**Status:**

Completed

This project consisted of the adaptive reuse of a 7,043 SF historic post office into an event center. The exterior restoration of Mediterranean style facades included patching and repairing the stucco, new paint to match the existing color palette, new lighting, signage, and awnings. The interior event space takes advantage of an open plan, which is conducive for weddings, meetings, and other similar types of activities. This space highlights the existing structure of the building with exposed wood floor and joists, and steel columns and beams.



REG#18017

# First Methodist Church/ The Harriett Himmel Theater West Palm Beach, FL

**REG**  
ARCHITECTS  
since 1988



Originally the First United Methodist Church, built in 1926, and one of the finest examples of Spanish Colonial Revival architecture of its time, the building is the centerpiece of Rosemary Square. A \$550 million 55-acre mixed-use retail, residential, dining and entertaining complex in Downtown West Palm Beach. It was converted into the Harriet Himmel Theatre with accompanying restaurants and retail shops. With this historic building as its anchor, the "Rosemary Square" area is now thriving with upscale clubs, shopping, eating establishments and a multiplex movie theater. This project received the AIA Honor Award for Design in 2006.

REG#99079

**Project Type:** Mixed Use, Historic & Other:  
Adaptive Reuse  
**Client:** City Place Partners  
**Address:** 700 S. Rosemary Avenue  
West Palm Beach, FL 33401  
**Contact:** Carey O'Donnell  
Public Relations  
cod@codpr.com  
**Size:** 3 Story  
51,786 SF Total  
**Cost:** \$6 Million  
**Period:** 1999 - 2000  
**Status:** Completed





Town of Lake Park  
Request for Proposal (RFP) No. 108-2022  
Professional Architectural Design and Consulting Services for Town Hall Historic  
Preservation Projects

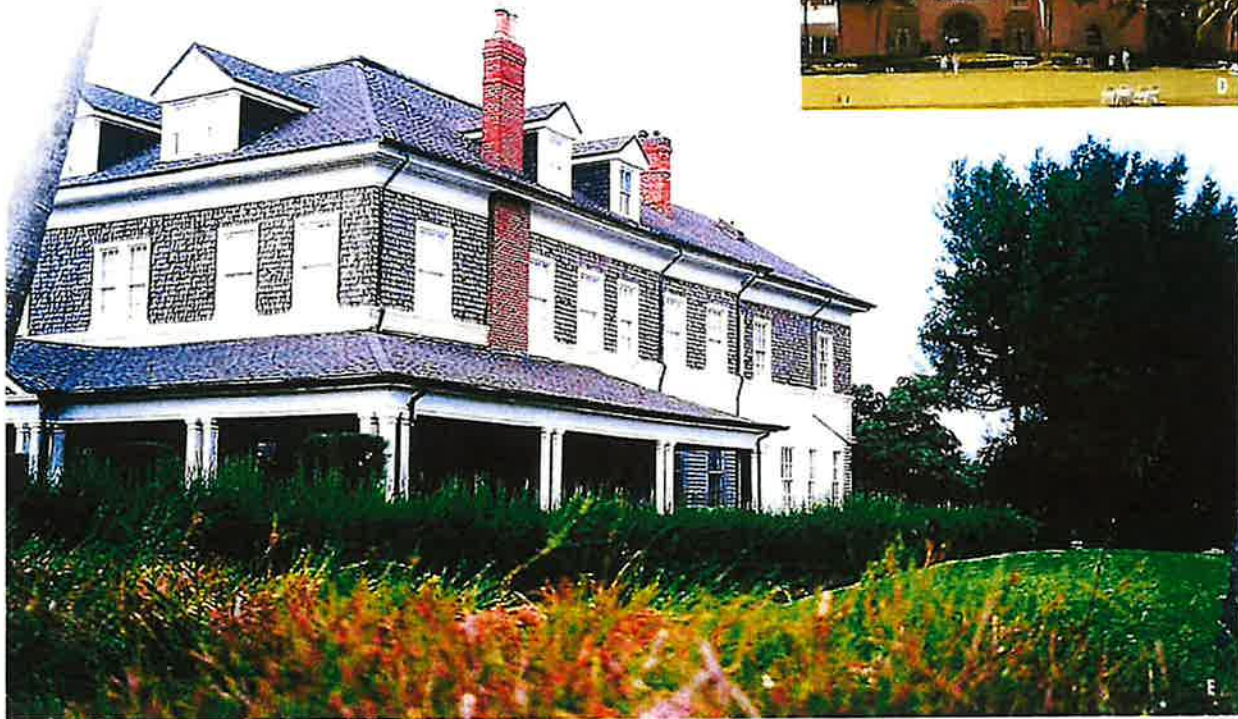
List of proposed sub-consultants:

1. ONM&J - will be utilized as structural engineers for this project if needed. Their experience as related to Historic Preservation projects is attached here on the following page.



## Historic Preservation Projects

- |   |  |   |
|---|--|---|
| A. Palm Beach Historic Fire Station<br>Palm Beach, FL   | Lake Worth High School<br>Lake Worth, FL             | Lake Worth Playhouse<br>Lake Worth, FL                          |
| B. Old School Square<br>Delray Beach, FL                | 1930's Miami Beach Residence Renovation<br>Miami, FL | Alexander W. Dreyfoos School of the Arts<br>West Palm Beach, FL |
| C. Colony Hotel<br>Palm Beach, FL                       | Boynton Beach Elementary School<br>Boynton Beach, FL | Jupiter Elementary School<br>Jupiter, FL                        |
| D. Mar-A-Lago Estate<br>Palm Beach, FL                  | Opa Locka Historic Train Station<br>Opa Locka, FL    | Flagler Museum<br>Palm Beach, FL                                |
| E. The Breakers Palm Beach - Cottages<br>Palm Beach, FL | Delray Beach Train Station<br>Delray Beach, FL       | Palm Beach Bath & Tennis Club<br>Palm Beach, FL                 |
| Delray Beach City Hall<br>Delray Beach, FL              | Brazilian Court Hotel<br>Palm Beach, FL              | Lake Worth Casino<br>Lake Worth, FL                             |
| First Baptist Church<br>Delray Beach, FL                | Gulfstream Hotel<br>Lake Worth, FL                   | Boynton Beach High School<br>Boynton Beach, FL                  |



Structural Engineering | Construction Management | Consulting & Construction Management | Historic Preservation | Environmental Services | Professional Services

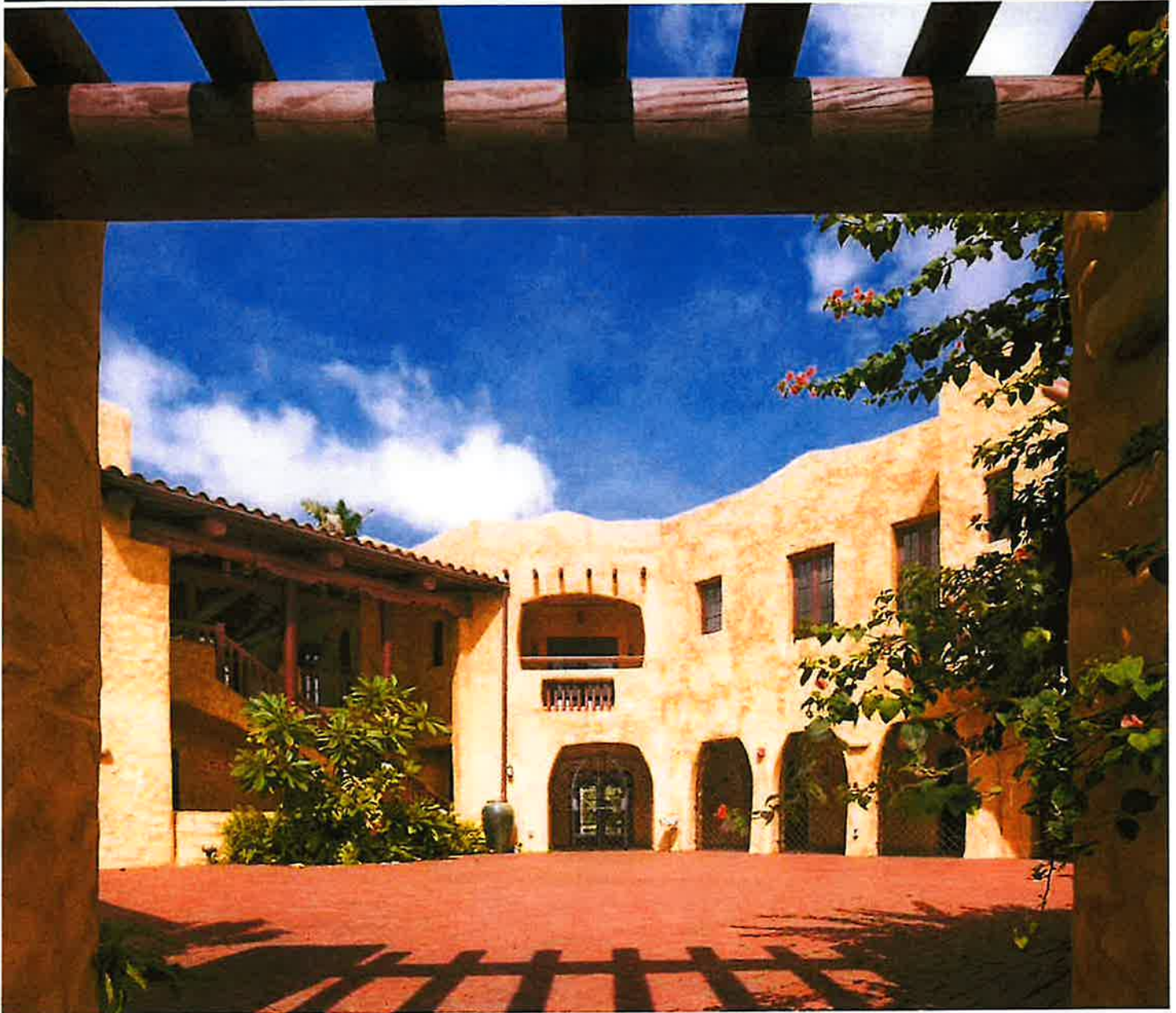
West Palm Beach, FL | Philadelphia, Lehigh Valley, PA  
Main Office: 1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach, FL 33401 | T: 561.835.9994 | Florida License #4386  
[www.onmj.net](http://www.onmj.net)

**ONMJ**  
O'Donnell, Maccarato, Mignogna & Jackson



# BID #3

## SECTION 3: Subconsultant Qualifications



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)



## DOUGLAS WOOD, P.E., SECB

PRINCIPAL STRUCTURAL ENGINEERING

AIA MIAMI'S 2011 & 2021 CONSULTING ENGINEER OF THE YEAR

### EXPERIENCE

Mr. Wood has over *four decades of experience* providing structural engineering and inspection in South Florida. Mr. Wood's reputation for thoughtful consideration, creative solutions, thorough analysis, detailed design and client-responsive service is unsurpassed. *For his entire career, Mr. Wood has been providing engineering and inspection services for historical buildings in South Florida.* Mr. Wood's experience and success with historical buildings in South Florida is unsurpassed. He has provided structural engineering and inspection services relative to more than 200 historical buildings in South Florida, including many of South Florida's most notable historical landmarks (including three and a half decades of projects at Vizcaya Museum & Gardens).

#### National Historic Landmarks Projects

- Vizcaya Museum and Gardens (buildings and other structures throughout estate), Miami, Florida
- Biltmore Hotel, Coral Gables, Florida
- Marjory Stoneman Douglas House, Miami, Florida
- Fort Zachary Taylor, Key West, Florida
- Bok Tower, Lake Wales, Florida
- Freedom Tower, Miami, Florida
- Whitehall (Henry Flagler House), Palm Beach, Florida
- Maitland Art Center (The Research Studio), Maitland, Florida

#### National Register of Historic Places Projects

- Charles Deering Estate, Miami, Florida
- Curtiss Mansion Restoration, Miami Springs, Florida
- Miami Marine Stadium Historic Restoration, Miami, Florida
- Security Building Renovation, Miami, Florida
- Trinity Episcopal Cathedral, Miami, Florida
- Coral Gables City Hall Repairs, Coral Gables, Florida
- Miami Woman's Club, Miami, Florida
- Coconut Grove Playhouse Restoration, Coconut Grove, Florida
- Shrine Building Restoration, Miami, Florida
- El Jardin Historic Restoration, Coconut Grove, Florida
- Virrick Gym/U.S. Coast Guard Seaplane Hangar, Miami, Florida
- Bellevue Biltmore Hotel, Bellair, Florida
- Freedom Tower, Evaluations and Repairs, Miami, Florida
- Venetian Pool, Evaluations and Repairs, Miami, Florida
- Hallissee Hall Restoration, Coral Gables, Florida
- Temple Israel 40-Year Recertification, Miami, Florida
- Citizens Bank Restoration, Miami, Florida
- Ransom Everglades Pagoda, Miami, Florida
- Fort Zachary Taylor, Key West, Florida

#### Other Representative Historic Preservation & Restoration Projects

- Colony Theater, Miami Beach, Florida
- Soho Beach House, Miami Beach, Florida (2013 ICRI Award of Merit)
- Greystone Hotel Restoration, Miami Beach, Florida
- Hampton House Restoration, Miami, Florida
- Miracle Theater Restoration, Coral Gables, Florida

### PROFESSIONAL ASSOCIATIONS

National Council of Structural Engineers Associations  
National Society of Professional Engineers  
Florida Engineering Society  
American Institute of Steel Construction  
Dade Heritage Trust

American Concrete Institute  
Florida Structural Engineers Association  
(Past President)  
National Trust for Historic Preservation  
American Institute of Architects (Allied Member)



### 43 Years of Experience

#### Education:

University of Wyoming, BSCE,  
with Honors

Peter Kiewit Sons' Company Scholarship

University of Miami B. Arch,  
with Honors

#### Professional Registrations & Certifications:

P.E. in Florida

Special Inspector in Florida

Registered Architect in Florida

Certified by the Structural Engineering

Certification Board

ATC 20/ATC45 Post-Disaster Building  
Evaluation

#### Recent Interviews & Publications:

"Feeling the Squeeze" – *Structural Engineering & Design* magazine,  
February, 2011

"Unleashing Intrinsic Motivation and Creativity" – *Florida Engineering Society Journal*, January, 2011

"Prospering Through the Hard Times"  
(Interview), *The Zweig Letter*,  
October, 2011





## MARCOS PEREZ, P.E.

PROJECT MANAGER/ENGINEER | SENIOR ASSOCIATE

### EXPERIENCE

Mr. Pérez has **eighteen years of experience** providing structural engineering in South Florida. In his time at Douglas Wood Associates, Mr. Pérez has worked on numerous complex projects for South Florida's Municipalities and institutions, including the FIU-RCCL Production Facility, the award winning Soundscape and Exostage Park in Miami Beach, the award winning sculpture-pavilion for Downtown Doral Park, and the Pérez Art Museum Miami.

### Representative Projects

- Historic Coconut Grove Playhouse, Miami
- Miami Dade College Historic Freedom Tower Concrete Repairs, Miami
- Miami Dade College Historic Freedom Tower Kislak Gallery, Miami
- Miami Dade College Historic Freedom Tower Clerestory Rigging
- Miami-Dade College David W. Dyer Building & U.S. Courthouse, Miami
- Bal Harbour Village Park
- Bal Harbour Shops (multiple projects)
- Historic Biscayne Park City Hall
- Vizcaya Museum & Gardens
- FIU-Royal Caribbean Cruise Line Production Facility, Bay Campus
- Pérez Art Museum Miami
- CasaCuba, Florida International University



Mr. Pérez also excels in computer applications for structural engineering, and he is expertly adept in the use of complex finite element analysis programs, such as ETABS and SAFE. He has even written a number of structural design programs which have proved to be accurate, reliable and efficient design tools for the firm.

Mr. Pérez has successfully performed project duties from conceptual design and feasibility studies through analysis and design, preparation of construction documents, construction administration and inspection.

Mr. Pérez also possesses the ability to communicate clearly, coordinate and organize. These qualities have served him in his successful project management efforts.



**18 Years of  
Experience**

University of Florida, MSCE, with Honors


University of Miami BSCE, with Honors,  
Honors Transfer Program Scholarship


P.E. in Florida





## DWA LICENSES

 Ron DeSantis, Governor



**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


**SPECIAL INSPECTOR NUMBER: 0417**

**WOOD, DOUGLAS SCOTT**  
5040 N.W. 7TH STREET  
SUITE 820  
MIAMI FL 33126

**LICENSE NUMBER: PE32092**


**EXPIRATION DATE: FEBRUARY 28, 2023**


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 Ron DeSantis, Governor



**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**PEREZ, MARCOS R.**  
1610 SW 76 CT  
MIAMI FL 33155

**LICENSE NUMBER: PE67422**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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# *State of Florida*


## *Department of State*

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name WOOD/O'DONNELL & NACCARATO, registered with the Department of State on September 29, 2022, as shown by the records of this office.

The Registration Number of this Fictitious Name is G22000122767.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the First  
day of October, 2022*



  
**Secretary of State**

**Curtiss Mansion**  
**Historic Restoration & Adaptive Reuse**  
 Miami Springs, Florida



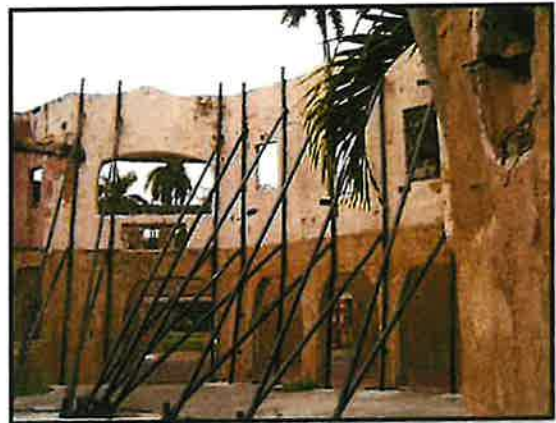
**Project Owner:**  
 Curtiss Mansion, Inc.

**Year Completed:**  
 2013

**Estimated Construction**  
**Cost: \$3.2 million**

**Proposed Schedule:**  
 N/A

**Actual Schedule:**  
 N/A, work completed  
 in several phases



**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the complete structural engineering services for this historical mansion. The building had suffered a devastating fire. The initial phase, therefore, was to stabilize all salvageable elements and to remove unsalvageable materials. The second phase consisted of a complete reconstruction of the interior of the building, reinforcing of the historical exterior masonry walls with a new concrete wall, restoration of the adobe-style masonry and of other preserved and salvaged materials. The building was brought into compliance with **current Building Code requirements** and was **adapted for reuse** as a community center, after-school program, and archive of historical documents and objects.



Wood/O'Donnell & Naccarato provided full structural engineering services, including investigation, evaluation, analysis, design, preparation of construction documents, construction administration and Special Inspection services.



**David W. Dyer Federal Building &  
U.S. Courthouse  
Historic Rehabilitation**  
300 NE 1<sup>st</sup> Avenue, Miami, Florida

**Year Started:**  
2018

**Year Completed:**  
2023 (Estimated)

**Estimated Construction  
Cost:** \$50 million

**Project Scope & Description**

Wood/O'Donnell & Naccarato is providing the structural engineering for this historic federal building and courthouse which is being completely rehabilitated to become an academic building for Miami Dade College. The building has a gross area of 112,000 square feet. Improvements include the addition of stairways, addition of a skylight over an open courtyard, replacement of HVAC equipment, interior renovations throughout, numerous repairs, security improvements including ballistic panels, exterior restorations, and waterproofing improvements.

**Scope of Services Provided**

Wood/O'Donnell & Naccarato structural engineering services include conditions assessments, evaluation, feasibility reviews, analysis, design and construction administration (first phase currently in construction).





**Vizcaya Museum & Gardens**  
**Historic Restoration**  
3251 S. Miami Avenue, Miami, Florida



**Year Started:**  
2008

**Year Completed:**  
2021

**Estimated Construction**  
**Cost:** \$8 million

**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the structural engineering services for the investigation, evaluation, restoration and repair for various structural systems in the main house, basement, casino mound, east gate lodge, west gate lodge, Sutri Fountain, grottos, gazebos, farm village, garage and blacksmith shop and swimming pool, along with restroom additions, and structural roof enhancements and reroofing of several farm village buildings. These were completed in multiple phases.

**Scope of Services Provided**

Structural engineering services included investigation, evaluation, analysis, design, preparation of construction documents, cost estimating, assistance with bidding and permitting, construction administration and Special Inspection services.



**Lake Park Town Hall**  
**Historic Assessment & Restoration**  
Miami Springs, Florida



**Project Owner:**  
Town of Lake Park

**Year Completed:**  
2002

**Estimated Construction**  
**Cost: \$1.45 million**

**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the complete structural engineering services for this historical restoration. The building was reroofed and the original windows were restored. The interiors were fully restored, with special attention given to the Mirror Ballroom and its beautiful wood ceiling.



Wood/O'Donnell & Naccarato provided full structural engineering services, including investigation, evaluation, analysis, design, preparation of construction documents and construction administration.

# Town of Lake Park

## Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects

RFP No. 108-2022

October 7, 2022



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)



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## SECTION 1: Letter of Interest



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)

October 7, 2022

John Wille, Capital Projects Manager  
Town of Lake Park  
Department of Public Works  
640 Old Dixie Highway  
Lake Park, FL 33403

**RE: Statement of Interest in response to RFP NO.: 108-2022**  
**Project: Professional Architectural Design and Consulting Services for**  
**Town Hall Historic Preservation Projects (Roof Replacement and**  
**Complete Exterior Facade Repaint)**

2199  
PONCE  
DE LEON  
BOULEVARD  
SUITE 400  
CORAL  
GABLES  
FLORIDA  
33134  
305-446-7799  
305-446-9275 FAX

**RJ HEISENBOTTLE**  
ARCHITECTS

Dear Mr. Wille and Members of the Selection Committee:

R.J. Heisenbottle Architects (RJHA) is delighted to present our qualifications to provide professional architectural design and consulting services for the Lake Park Town Hall roof replacement and exterior façade improvements as outlined in the Grant Scope of Work. RJHA specializes in historic preservation and is uniquely qualified to provide professional architectural and historic preservation consulting services for the Town Hall preservation projects. We meet the National Park Service Professional Qualifications Standards (36 CRF Part 61) of an historic architect.

RJHA has a previous working relationship with the Town of Lake Park and has completed two projects at the Lake Park Town Hall. The first project involved a comprehensive restoration in 2002, and theatrical improvements to the Ballroom were undertaken in 2006.

We anticipate that certain aspects of the roof replacement may require the expertise of a Structural Engineer; therefore, we are including qualifications for Douglas Wood & Associates, Inc. (DWA). DWA has also worked with the Town in the past and performed a structural assessment of the Town Hall roof in 2000. RJHA and DWA have been teaming on historic preservation projects for over 35-years and have received numerous awards for projects they have collaborated on.

RJHA has completed numerous historic preservation and restoration projects that included roof replacements. A relevant project, the Vizcaya Museum and Gardens—a National Historic Landmark, included the replacement of the barrel tile roofs at the East and West Gate Lodges and the Blacksmith Shop. Over the past three decades, RJHA has contributed to the restoration of over 30 properties listed on the National Register of Historic Places, and several locally designated historic sites. As a nationally recognized leader in the field of historic preservation, RJHA has received numerous awards since 1989 from the American Institute of Architects (National, Florida and Miami Chapter), National

Trust for Historic Preservation, Florida Trust for Historic Preservation and many others.

Please note the following information for the primary point of contact in connection with this proposal:

Nina Caruso, Director of Historic Preservation Services  
O: 305.446.7799 Ext. 33 | C: 860.558.9390 | E-mail: [ncaruso@rjha.net](mailto:ncaruso@rjha.net).

We look forward to presenting our qualification to you in person and the opportunity to work together on this project.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Richard J. Heisenbottle", written over a horizontal line.

Richard J. Heisenbottle, FAIA  
President



## SECTION 2: Prime Consultant Qualifications



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)





### Firm Profile and Philosophy

Founded in 1987, R.J. Heisenbottle Architects, PA (RJHA) is an architecture, planning, historic preservation and interior design firm located in Coral Gables, Florida. RJHA has over three (3) decades of experience providing architectural and engineering design services for new construction, renovation, restoration, additions and historic preservation projects. In general, as needed, the services provided have included project management, consultation on and analyses of project delivery methods, cost analysis and schedule planning, design services for furniture, fixtures and equipment (FF&E), construction contract administration, site analysis, consultation and planning, as well as, developing program goals for sustainable site and building design, including LEED goals. Today, the firm is a leader in quality, high profile projects with an emphasis on corporate, governmental and institutional clients. Projects range from large scale historic preservation to educational facilities, office buildings, theaters, and commercial interiors. RJHA has designed, rehabilitated and renovated theatres, auditoriums, municipal buildings, churches, commercial buildings, hospitality spaces, elementary, middle and high schools, college/university buildings, public meeting venues, administration buildings, theaters, schools, parks, outdoor spaces and public facilities.

At RJHA we strongly believe in seeking a timeless architecture that results in well-crafted buildings which maintain sensitivity to their context. Our unique approach has garnered the firm with numerous awards for Excellence in Architecture and Historic Preservation from the Florida Association of the American Institute of Architects, the Miami Chapter of the American Institute of Architects, National Trust for Historic Preservation and Florida Trust for Historic Preservation, just to name a few. The firm's projects have been widely publicized in Architectural Record, the Wall Street Journal, the Miami Herald, Florida Caribbean Architect and Preservation Today Magazine.

#### a) Office location where work is to be performed

R.J. Heisenbottle Architects, PA  
2199 Ponce de Leon Boulevard, Suite 400, Coral Gables, Florida 33134  
Office (305) 446-7799 | Fax (305) 446-9275 | [www.rjha.net](http://www.rjha.net)

#### b) Principal's name and phone number (authorized to execute contracts for the firm)

Richard Heisenbottle, FAIA, President  
Office (305) 446-7799 Ext. 14 | Fax (305) 446-9275 | [richard@rjha.net](mailto:richard@rjha.net)

#### Secondary Contact

Nina Caruso, Director of Historic Preservation Services  
Office (305) 446-7799 Ext. 33 | Fax (305) 446-9275 | Cell (860) 558-9390 | [ncaruso@rjha.net](mailto:ncaruso@rjha.net)

#### c) Date firm was established

03/20/1987

#### Number of years in business in the State of Florida

35 years

d) Business Structure	Federal Employer Id#	Firm License#	FL Corporation #	CAGE#	DUNS#
S. Corporation	59-2783815	AAC001513	M48770	34CX0	842120487

#### e) Size of Organization

Small Business | 10 employees | 2 registered Architects | 3 Consultants

#### Small Business Certifications:

##### County/Local:

- CBE Tier 1 – Community Small Business Enterprise (Miami-Dade County)
- MICRO/SBE – MICRO/Small Business Enterprise (Miami-Dade County)
- SBE Tier 2 (Miami-Dade County Public Schools)

#### f) Professional Registration | Certifications | Affiliations

Florida Registered Architect AR0010865 (Exp. 2/28/21)	Fellow American Institute of Architects (AIA)	NCARB (National Council of Architectural Registration Boards)
--	--	--

Town of Lake Park, Florida  
RFP NO.: 108-2022

Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects

# *State of Florida*

## *Department of State*

I certify from the records of this office that R.J. HEISENBOTTLE ARCHITECTS, P.A. is a corporation organized under the laws of the State of Florida, filed on March 20, 1987.

The document number of this corporation is M48770.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 13, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of January,  
2022*



*Randy Bee*  
**Secretary of State**

Tracking Number: 9852916551CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


**ROLE IN THIS CONTRACT: Project Manager**
**YEARS OF EXPERIENCE: 46**
**SUMMARY OF QUALIFICATIONS**

Richard J. Heisenbottle, FAIA is the founder of R.J. Heisenbottle Architects, an architecture, planning, historic preservation and interior design firm located in Coral Gables, Florida. Through the years, the firm has been known as a leader in quality, high profile projects with an emphasis on corporate, governmental and institutional clients. Projects range from complex historic preservation to educational facilities, office buildings, theaters, multi-family residential buildings and commercial interiors. The firm has worked on over 35 buildings listed on the National Register of Historic Places and numerous locally designated historic sites.

**RELEVANT HISTORIC RESTORATION / RENOVATION EXPERIENCE**
**Olympia Theater / Gusman Center for the Performing Arts and Office Building  
(various historic preservation and restoration projects 1989-2018)**

Flagler Street Lobby and Vestibule Restoration; Second Avenue Window Restoration; Mechanical Systems Retrofit; Miscellaneous Renovations and Repairs; Flagler Marquee; Theater Stage Deck Replacement; Roof Replacement; Capital Improvements Planning; Auditorium Restoration & Miscellaneous; Second Avenue Foyer, Lobby and Mezzanine Restoration & Theatrical Systems Improvements; New Orchestra Level and Balcony Seating & Handicapped Access Improvements; 40 Year Recertification Repairs; North Alley Repair; Gusman Center Life Safety Plan.

**Miami Marine Stadium Restoration**

Poured entirely in concrete, the 6,566 seat stadium consists of a dramatic 326-foot long cantilevered folded plate roof supported by eight big slanted columns anchored in the ground through the grandstand. Over the years, the stadium's abandonment has led to significant deterioration, environmental damage, and extensive graffiti. RJHA is commissioned for the historical restoration of the stadium, which is intended to return this landmark to its original glory and expand its uses. Scope of services include building conditions assessment and recommendations report, building programming services, cost estimating, laser scanning and documentation of existing conditions and graffiti removal testing. *National Register of Historic Places. Est. \$60M*

**David W. Dyer Federal Courthouse Building Remodeling and Renovations**

Serving as the Associate Architect for Historic Preservation in conjunction with Leo A Daly, RJHA is responsible for building exterior restoration work including walls, windows and doors, as well as, all of the building's historically contributing interior areas. RJHA is also responsible for obtaining relevant project approvals from the State of Florida Division of Historic Resources and/or National Park Service. *National Register of Historic Places*

**City of Miami Citizens Bank Building Restoration**

Abandoned for many years and in poor condition, the scope of work for the Citizens Bank building and the adjoining single-story building include historic restoration of the buildings' exterior, structural repairs or structural replacement of the interior floors, walls and roof as determined during the Pre-Design Services Phase, creation of a tenant white box interior space which will have new mechanical, electrical, plumbing and fire protection systems. Built in 1924, the Citizens Bank Building is listed on the City of Miami Register of Historic Buildings.

**ADDITIONAL NOTABLE PROJECTS**

Historic Shrine Building/Boulevard Shops Restoration | 2018 | \$4.5M  
 Carl Fisher Clubhouse Restoration | 2018 | \$2.5M  
 Ocean Terrace Historic District of North Beach Site Plan Development | 2018  
 Four Seasons Surf Club Restoration | 2018  
 Miami Women's Club Historic Restoration | 2019 | \$10.6M  
 Sleepy Hollow Country Club Historic Restoration (Scarborough, NY) | 2016  
 University of Miami Historic Administration Building Renovation | 2013 | \$6.3M  
 Vizcaya Museum and Gardens Café & Gift Shop Restoration | 2013 | \$4.5M  
 Belleview Biltmore (Clearwater, FL) Master Redevelopment Plan | 2009  
 Miami City Hall Restoration | 2003 | \$1.3M  
 Miami Edison Middle School Historic Renovation and Expansion | 1998 | \$27M

**PROFESSIONAL REGISTRATIONS**

Registered Architect, FL AR001513

**EDUCATION**

BS, Architectural Technology  
 New York Institute of Technology, 1974

BA, Architecture  
 University of Miami, 1984

**PROFESSIONAL AFFILIATIONS**

American Institute of Architects Fellow, 2005

University of Miami School of  
 Architecture Masters in Real  
 Estate Development + Urbanism Advisory Board,  
 2015

Dade Heritage Trust - Vice President, 2000-2003;  
 President 2004-2006

National Trust for Historic Preservation Member  
 League of Historic American Theaters - Member

City of Miami Historic and Environmental  
 Preservation Board, 1989-1999

American Institute of Architects Miami Chapter -  
 President, 1991

City of Coral Gables Historic Preservation Board,  
 2010-2012

Spillis Candela & Partners, DMJM  
 Vice President, 1979-1987





Ron DeSantis, Governor

Julie I. Brown, Secretary



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

**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**HEISENBOTTLE, RICHARD J**

R.J. HEISENBOTTLE ARCHITECTS, P.A.  
620 SAN SERVANDO AVE  
MIAMI FL 33143

**LICENSE NUMBER: AR0010865**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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**EDUCATION**

*AA, Architecture  
Miami Dade College, 2008*

*BS, Architectural Engineering Technology  
University of Hartford, 2011*

*MS, Historic Preservation  
Roger Williams University, 2014*

**PROFESSIONAL AWARDS AND RECOGNITION**

*Mimi Findlay Award for Young Preservationists,  
2021*

*Association for Preservation Technology  
International – Certificate of Appreciation for  
Miami Conference Planning Member, Field  
Session Coordinator, 2019*

*AIA CT Emerging Professionals Award, 2018*

**PROFESSIONAL AFFILIATIONS**

*American Institute of Architects, Associate AIA*

*National Council of Architectural Registration  
Boards (NCARB)*

*Association for Preservation Technology  
International - Member, 2018-2022*

*Connecticut Preservation Action, 2016-2022;  
Vice-President, 2020-2022*

*Southington-Cheshire YMCA Board Member,  
2022; Property Committee Member, 2020-2022*

*Association for Preservation Technology  
International – Miami Conference Planning  
Member, 2018-2019*

**ROLE IN THIS CONTRACT: Director of Historic Preservation Services**

**YEARS OF EXPERIENCE: 10**

**SUMMARY OF QUALIFICATIONS**

As Director of Historic Preservation services, Nina Caruso brings over a decade of experience to support R.J. Heisenbottle Architect's rehabilitation of historic buildings and the design of compatible additions to historic structures. She is skilled in different aspects of historic preservation including the preparation of state and federal historic rehabilitation tax credit and grant applications, designing and recommending preservation treatment methods, performing conditions assessments and associated costs estimates, the preparation of construction documents, and advocacy. She has worked on a variety of project types including mill/warehouse conversion to multi-family housing, residential, schools, museums, churches, and commercial buildings. Before moving to Miami, Nina worked on two noteworthy projects in Hartford, Connecticut—the Mark Twain House and the Katharine Seymour Day House for the Harriet Beecher Stowe Center.

Nina is dedicated to preserving our collective architectural and cultural heritage and is committed to serving the community that inspired and encouraged her to become a preservation professional. She excels at problem solving and bringing people together to work toward a common goal, and understands the importance of working closely with regulatory agencies like Preservation Commissions, State Historic Preservation Offices and the National Park Service to ensure successful outcomes.

**WORK EXPERIENCE**
**West Matheson Hammock Coral Rock Nursery, Miami, FL**

West Matheson is an approximately 109-acre portion of Matheson Hammock Park, the first park in Miami-Dade County donated to the county in 1930 by William J. Matheson. Miami-Dade County is working with R.J. Heisenbottle Architects, P.A. to implement the masterplan of the park, which includes the restoration of the Coral Rock Nursery that is currently in ruins. As Director of Historic Preservation Services, Nina Caruso prepared the Existing Conditions Assessment for the nursery's as well as recommendations for future use, and helped prepare the existing and proposed drawings.

**Mai Kai Restaurant and Polynesian Show, Ft. Lauderdale Florida**

The Mia Kai Restaurant is a Polynesian themed restaurant that has been in operation since 1956. The building is listed in the National Register of Historic Places and is significant for its associations with Polynesian-Asian culture. The property contains authentic Tiki statues and other native artifacts from indigenous island cultures in the South Seas. R.J. Heisenbottle Architect, P.A. is under contract to provide the City of Oakland Park with historic preservation consulting services for the redevelopment of the Mia Kai property. As Director of Historic Preservation Services, Nina Caruso is responsible for reviewing and evaluating all materials submitted to the City for a Certificate of Appropriateness. Other responsibilities include reviewing proposed demolition and new construction for conformance with the City's Historic Preservation Code 25 and the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties.

**Colonial Estate / Tucker-Ivey House, Kissimmee, Florida**

The Tucker-Ivey House, completed in 1912, was designed and constructed by Henry Green for J. Wade Tucker. The house was named the "Colonial Estate" and was designed in the Classical Revival style. In 1938, the home was purchased by George Lester Ivey and remained in the Ivey family until recently. R.J. Heisenbottle Architects, P.A. was hired by C/O Hebden Bridge LLC to prepare construction documents for the restoration of the house. Nina Caruso, who is serving as Project Manager, is overseeing the preparation of construction documents to undertake a sensitive restoration that maintains the historic integrity of the original house.

**ADDITIONAL NOTABLE PROJECTS**

Mallory Square Sunset Celebration Master Plan | Key West, FL | 2022  
Pier 66 Hotel and Marina | Ft. Lauderdale, FL | 2022

**PROJECT EXPERIENCE**
**HISTORIC PRESERVATION  
GOVERNMENT FACILITY**
**VIZCAYA VILLAGE:  
EAST & WEST GATE LODGES**

Location:	Vizcaya Museums and Gardens 3251 S. Miami Ave. Miami, FL 33133
Role:	A/E of Record Preservation Architect
Project Value:	\$1.7M / \$1.8M
Professional Fees:	\$180K
Start Date:	2005
Completion Date:	2009
Size:	8,196 S.F.
Project Owner:	Miami-Dade County
Point of Contact:	Dr. Joel Hoffman, PHD
Title:	Executive Director
Address:	3251 S. Miami Ave. Miami, FL 33133
Telephone:	305-860-8422
Fax:	305 285-2004
E-mail:	Joel.hoffman@vizcay.org


**PROJECT DESCRIPTION / SCOPE OF SERVICE PROVIDED:**

The complex includes a group of service outbuildings designed to resemble an Italian farm village. Service buildings originally included a Garage, Dairy Building, Mule Stable, Chicken Coop, Blacksmith Shop, East and West Gate Lodges and Staff Residence. RJHA was commissioned for the restoration of the East and West Gate Lodge buildings after they had been abandoned for many years and further damaged by Hurricane Wilma in 2005.

All new mechanical, electrical, plumbing and life safety systems were installed. Floors, windows and shutters were replaced to match their original appearance. Balconies, decks and metal railings were restored. The East and West Gate Lodges and the Blacksmith Shop received new barrel tile roofs. Exterior stucco was patched and repaired and original color schemes were reproduced based on historic paint analysis. Wooden interior stairs and balustrades were also restored. The original entrance courtyard was resurfaced and re-landscaped and the original wooden entrance gate and historic lanterns were brought back to their original appearance.

These once utilitarian structures have been brought back to functional use and up to current code; and at the same time, their original architectural beauty has been preserved to maintain the National Historic Landmark and tourist attraction.

**PROJECT TEAM**

Structural Engineer:	Douglas Wood & Associates, Inc.
MEP Engineer:	Gartek Engineering Corp.

**AWARDS**

2014 AIA Florida, Merit Award of Excellence Historic Preservation


**RELEVANCY:**

Historic Preservation, New Barrell Tile Roof, Exterior Façade Restoration





1. West Gate Lodge



2. Blacksmith Shop



**PROJECT EXPERIENCE**
**HISTORIC PRESERVATION**
**FOUR SEASONS SURF CLUB**

Location: 9011 Collins Avenue  
 Miami, FL 33154  
 Role: Restoration and  
 Preservation Architect  
 Project Value: \$400.0M  
 Start Date: 2014  
 Completion Date: 2017  
 Project Owner: SC Trust, LLC  
 Point of Contact: William Thompson, PM  
 Title: Project Director  
 Cell: (305) 796-5916  
 E-mail: bt@surfclub.com


**PROJECT DESCRIPTION / SCOPE OF SERVICE PROVIDED:**

Since its creation in 1930 by architect Russell T. Pancoast, the historic Mediterranean-style Surf Club had suffered a number of alterations. Loggias including the main loggia "Peacock Alley" were enclosed along with the fountain courtyard and ocean facing terraces, demolition of the original cabanas, and additions like the front entry canopy, and dining room. The architectural challenge of this project was to harmonize and unify the relationship between the historic Surf Club buildings and the new surrounding towers. Mr. Richard Meier accomplished this masterfully with the configuration of three building parts centering on the historic Peacock Alley serving as the main entrance to the Four Seasons Hotel running west to east and culminating in a spectacular view of the Atlantic Ocean.

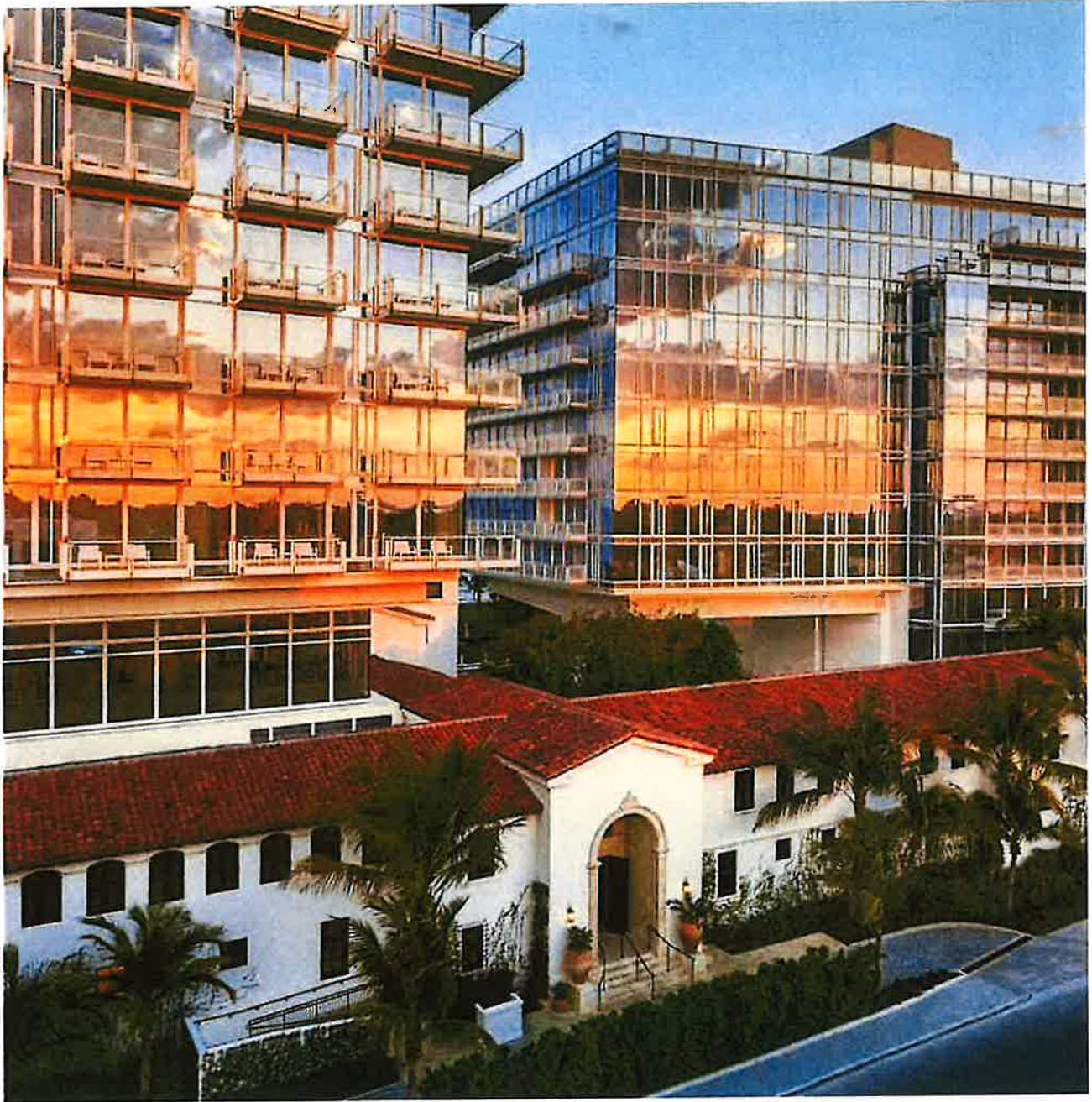
R.J. Heisenbottle Architects, P.A. meticulous restoration of the original public spaces was key to the unifying strategy. Work included the preserving the arched promenade Peacock Alley loggia that serves as link from old to new. The restoration of the restaurant and lounge after years of historically insensitive alterations. New replacement windows and doors are exact replicas of the historic windows and doors from 1930. The roof received a new barrel tiles. The tower overlooking the ocean restored to match its original ornamentation and detail. Stone columns removed from the lounge and dining area years earlier were perfectly replicated and replaced. The historic beachside cabanas, those demolished years earlier, have been faithfully replicated to give that same tranquil and luxurious seaside experience that Surf Club members and guests enjoyed for decades.

**Project Team**

Architect: Richard Meier &  
 Partners Design  
 Architect of Record: Kobe Karp Architects  
 Structural Engineer: Desimone Consulting  
 Engineering  
 MEP Engineer: Steven Feller, PE, PL  
 Civil Engineer: Ocean Engineering







1. Surf Club



**PROJECT EXPERIENCE**
**HISTORIC PRESERVATION  
MUSEUM FACILITY / ADAPTIVE REUSE**

Location:	500 Deer Run Miami Springs, FL
Role:	A/E of Record Preservation Architect
Project Value:	\$4.5M
Historic Tax Credits	\$799,034
Historic Designation:	National Register of Historic Places (December 21, 2001)
Date Built:	1925
Historic District:	Designated Miami Springs Historic Site
Start Date:	2000
Completion Date:	11/2012
Size:	14,733 S.F., two-story 3.5 acre property
Project Owner:	City of Miami Springs
Point of Contact:	Melinda Jester Executive Director
Mailing Address:	P.O. Box 661494 Miami, FL 33266
Telephone:	O: (305) 869-5180 C: (305) 965-3880
E-mail:	melinda@curtissmansion.org
Alternate Point of Contact:	JoEllen Morgan-Phillips Chair Emerita Joellen@adkins1.com (305) 807-7878

**PROJECT TEAM**

Structural Engineer:	Douglas Wood & Associates
MEP Engineer:	Gartek Engineering

**AWARDS**

2015 Florida Trust for Historic Preservation Award,  
Outstanding Achievement in Restoration/  
Rehabilitation

2015 AIA Miami People's Choice Awards

**GLENN H. CURTISS MANSION RESTORATION**

**PROJECT DESCRIPTION / SCOPE OF SERVICE PROVIDED:**

Built in 1925, the restoration of the 14,733 square feet, two-story Pueblo-Mission Revival architecture style mansion was a labor of love and perseverance from the community that took over a decade to complete after a long period of neglect, vandalism and arson. Due to extensive fire damage, only the original exterior walls remained. During the debris removal and stabilization phase, window casings, moldings and measurements of locations of details were meticulously saved and documented. The restoration work included new structural and roofing systems and roof. The roof received new barrel roof tiles to match the original. New mechanical, electrical, plumbing and fire protection systems were installed to meet current building code requirements. The exterior walls were permanently stabilized from behind with concrete and the façade was restored to match the original rough textured stucco "adobe" finish. Many of the historic features such as the vigas (round beams), irregular roof parapets and wall contours, thick, uneven walls and recessed windows were retained while adding modern conveniences. Interior work included new interior partitions, windows, doors, stairways, elevators and interior finishes. A new catering kitchen was added to facilitate the building's community and social functions. The 3.5-acre property includes much of the original landscaping and tropical vegetation. Glenn H. Curtiss Mansion is designated as a local historic site and listed on the **National Register of Historic Places (2001)**.


**RELEVANCY:**

National Register of Historic Places, Historic Preservation, New Barrel Tile Roofing, Exterior façade restoration



1. Historic 1925-Curtiss-Mansion



2. Decimated Front View



3. Restored Front View



4. Historic View - West Side



5. Dilapidated View - West Side



6. West View - Restored



7. Historic Rear View



8. Restored Rear View



9. Close up view - charred wood beams



10. Second Floor Terrace Restored



**PROJECT EXPERIENCE**
**HISTORIC PRESERVATION**
**LAKE PARK TOWN HALL  
RESTORATION**

Location:	Lake Park, Florida
Role:	A/E of Record Preservation Architect
Project Value:	\$1,450,000
Professional Fees:	\$124,000
Start Date:	1999
Completion Date:	2002/2006
Project Owner:	Town of Lake Park
Point of Contact:	Hoa N. Hoang
Title:	Assistant to the Town Manager
Department:	Office of the Clerk
Address:	535 Park Avenue Lake Park, FL 33403
Telephone:	561-881-3303
Fax:	561 881-3314
E-mail:	hhoang@lakeparkflorida.gov


**PROJECT DESCRIPTION / SCOPE OF SERVICE PROVIDED:**

The town of Lake Park was designed by the Olmsted Brothers, sons of renowned landscape architect Frederick Law Olmsted. Lake Park Town Hall was built in 1927 in the Mediterranean Revival style. In addition to being the seat of municipal government, Town Hall serves as a center for community activities and events. Its Mirror Ballroom is a beautiful banquet and performance space widely used for social and cultural events. The building is listed on the National Register of Historic Places.

In 2002, R.J. Heisenbottle was commissioned by the Town of Lake Park to completely restore the Town Hall. The building was reroofed and the original windows were restored. The interiors were fully restored, with special attention given to the Mirror Ballroom and its beautifully detailed wood ceiling.

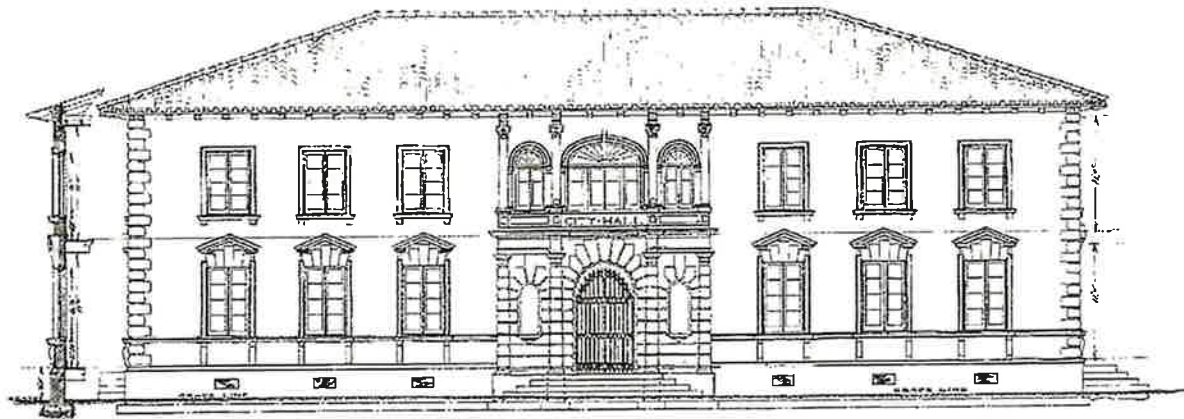
Theatrical improvements to the Ballroom were completed in 2006. Work included the installation of a stage curtain system, and modern sound and lighting systems. These include: live sound reinforcement system; audio playback system; small events system; stage monitor system; technical production intercom; hearing assistance system; onstage electric battens; stage curtains; stage dimmers and circuits; stage lighting controller; stage lighting fixtures; and video projection.

**PROJECT TEAM**

Structural Engineer: Douglas Wood & Associates






 SOUTH ELEVATION  
 LAKE PARK HIGHWAY

MUNICIPAL BUILDING FOR THE  
 TOWN OF LAKE PARK, FLORIDA  
 DESIGNED BY R. J. HEISENBOTTLE  
 ARCHITECTS  
 2199 PONCE DE LEON BLVD., SUITE 400  
 CORAL GABLES, FLORIDA 33134  
 PHONE 305.446.7799  
 FAX 305.446.9275  
 WWW.RJHA.NET  
 AAC001513

1. Historic Drawing of Lake Park Town Hall, South Elevation



2. Lake Park Town Hall, South Elevation

## SECTION 3: Subconsultant Qualifications



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)



## DOUGLAS WOOD, P.E., SECB

PRINCIPAL STRUCTURAL ENGINEERING

AIA MIAMI'S 2011 & 2021 CONSULTING ENGINEER OF THE YEAR



### EXPERIENCE

Mr. Wood has over *four decades of experience* providing structural engineering and inspection in South Florida. Mr. Wood's reputation for thoughtful consideration, creative solutions, thorough analysis, detailed design and client-responsive service is unsurpassed. *For his entire career, Mr. Wood has been providing engineering and inspection services for historical buildings in South Florida.* Mr. Wood's experience and success with historical buildings in South Florida is unsurpassed. He has provided structural engineering and inspection services relative to more than 200 historical buildings in South Florida, including many of South Florida's most notable historical landmarks (*including three and a half decades of projects at Vizcaya Museum & Gardens*).

#### National Historic Landmarks Projects

- Vizcaya Museum and Gardens (buildings and other structures throughout estate), Miami, Florida
- Biltmore Hotel, Coral Gables, Florida
- Marjory Stoneman Douglas House, Miami, Florida
- Fort Zachary Taylor, Key West, Florida
- Bok Tower, Lake Wales, Florida
- Freedom Tower, Miami, Florida
- Whitehall (Henry Flagler House), Palm Beach, Florida
- Maitland Art Center (The Research Studio), Maitland, Florida

#### National Register of Historic Places Projects

- Charles Deering Estate, Miami, Florida
- Curtiss Mansion Restoration, Miami Springs, Florida
- Miami Marine Stadium Historic Restoration, Miami, Florida
- Security Building Renovation, Miami, Florida
- Trinity Episcopal Cathedral, Miami, Florida
- Coral Gables City Hall Repairs, Coral Gables, Florida
- Miami Woman's Club, Miami, Florida
- Coconut Grove Playhouse Restoration, Coconut Grove, Florida
- Shrine Building Restoration, Miami, Florida
- El Jardin Historic Restoration, Coconut Grove, Florida
- Virrick Gym/U.S. Coast Guard Seaplane Hangar, Miami, Florida
- Bellevue Biltmore Hotel, Bellair, Florida
- Freedom Tower, Evaluations and Repairs, Miami, Florida
- Venetian Pool, Evaluations and Repairs, Miami, Florida
- Hallissee Hall Restoration, Coral Gables, Florida
- Temple Israel 40-Year Recertification, Miami, Florida
- Citizens Bank Restoration, Miami, Florida
- Ransom Everglades Pagoda, Miami, Florida
- Fort Zachary Taylor, Key West, Florida

#### Other Representative Historic Preservation & Restoration Projects

- Colony Theater, Miami Beach, Florida
- Soho Beach House, Miami Beach, Florida (2013 ICRI Award of Merit)
- Greystone Hotel Restoration, Miami Beach, Florida
- Hampton House Restoration, Miami, Florida
- Miracle Theater Restoration, Coral Gables, Florida

### PROFESSIONAL ASSOCIATIONS

National Council of Structural Engineers Associations	American Concrete Institute
National Society of Professional Engineers	Florida Structural Engineers Association
Florida Engineering Society	(Past President)
American Institute of Steel Construction	National Trust for Historic Preservation
Dade Heritage Trust	American Institute of Architects (Allied Member)



### 43 Years of Experience

#### Education:

University of Wyoming, BSCE,  
with Honors

Peter Kiewit Sons' Company Scholarship

University of Miami B. Arch,  
with Honors

#### Professional Registrations &

#### Certifications:

P.E. in Florida

Special Inspector in Florida

Registered Architect in Florida

Certified by the Structural Engineering

Certification Board

ATC 20|ATC45 Post-Disaster Building

Evaluation

#### Recent Interviews & Publications:

"Feeling the Squeeze" – *Structural Engineering & Design* magazine,  
February, 2011

"Unleashing Intrinsic Motivation and Creativity" – *Florida Engineering Society Journal*, January, 2011

"Prospering Through the Hard Times"  
(Interview), *The Zweig Letter*,  
October, 2011



## MARCOS PEREZ, P.E.

PROJECT MANAGER/ENGINEER | SENIOR ASSOCIATE

### EXPERIENCE

Mr. Pérez has **eighteen years of experience** providing structural engineering in South Florida. In his time at Douglas Wood Associates, Mr. Pérez has worked on numerous complex projects for South Florida's Municipalities and institutions, including the FIU-RCCL Production Facility, the award winning Soundscape and Exostage Park in Miami Beach, the award winning sculpture-pavilion for Downtown Doral Park, and the Pérez Art Museum Miami.

### Representative Projects

- Historic Coconut Grove Playhouse, Miami
- Miami Dade College Historic Freedom Tower Concrete Repairs, Miami
- Miami Dade College Historic Freedom Tower Kislak Gallery, Miami
- Miami Dade College Historic Freedom Tower Clerestory Rigging
- Miami-Dade College David W. Dyer Building & U.S. Courthouse, Miami
- Bal Harbour Village Park
- Bal Harbour Shops (multiple projects)
- Historic Biscayne Park City Hall
- Vizcaya Museum & Gardens
- FIU-Royal Caribbean Cruise Line Production Facility, Bay Campus
- Pérez Art Museum Miami
- CasaCuba, Florida International University



Mr. Pérez also excels in computer applications for structural engineering, and he is expertly adept in the use of complex finite element analysis programs, such as ETABS and SAFE. He has even written a number of structural design programs which have proved to be accurate, reliable and efficient design tools for the firm.

Mr. Pérez has successfully performed project duties from conceptual design and feasibility studies through analysis and design, preparation of construction documents, construction administration and inspection.

Mr. Pérez also possesses the ability to communicate clearly, coordinate and organize. These qualities have served him in his successful project management efforts.



**18 Years of  
Experience**

University of Florida, MSCE, with Honors


University of Miami BSCE, with Honors,  
Honors Transfer Program Scholarship


P.E. in Florida





## DWA LICENSES

 Ron DeSantis Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


SPECIAL INSPECTOR NUMBER: 0417

**WOOD, DOUGLAS SCOTT**  
5040 N.W. 7TH STREET  
SUITE 820  
MIAMI FL 33126

LICENSE NUMBER: PE32092


EXPIRATION DATE: FEBRUARY 28, 2023


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 Ron DeSantis Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**PEREZ, MARCOS R.**  
1610 SW 76 CT  
MIAMI FL 33155

LICENSE NUMBER: PE67422

EXPIRATION DATE: FEBRUARY 28, 2023

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# *State of Florida*

## *Department of State*

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name WOOD/O'DONNELL & NACCARATO, registered with the Department of State on September 29, 2022, as shown by the records of this office.

The Registration Number of this Fictitious Name is G22000122767.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the First  
day of October, 2022*



  
*Secretary of State*

**Curtiss Mansion**  
**Historic Restoration & Adaptive Reuse**  
 Miami Springs, Florida



**Project Owner:**  
 Curtiss Mansion, Inc.

**Year Completed:**  
 2013

**Estimated Construction**  
**Cost:** \$3.2 million

**Proposed Schedule:**  
 N/A

**Actual Schedule:**  
 N/A, work completed  
 in several phases

**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the complete structural engineering services for this historical mansion. The building had suffered a devastating fire. The initial phase, therefore, was to stabilize all salvageable elements and to remove unsalvageable materials. The second phase consisted of a complete reconstruction of the interior of the building, reinforcing of the historical exterior masonry walls with a new concrete wall, restoration of the adobe-style masonry and of other preserved and salvaged materials. The building was brought into compliance with **current Building Code requirements** and was **adapted for reuse** as a community center, after-school program, and archive of historical documents and objects.



Wood/O'Donnell & Naccarato provided full structural engineering services, including investigation, evaluation, analysis, design, preparation of construction documents, construction administration and Special Inspection services.



**David W. Dyer Federal Building &  
U.S. Courthouse  
Historic Rehabilitation**  
300 NE 1<sup>st</sup> Avenue, Miami, Florida

**Year Started:**  
2018

**Year Completed:**  
2023 (Estimated)

**Estimated Construction  
Cost:** \$50 million

**Project Scope & Description**

Wood/O'Donnell & Naccarato is providing the structural engineering for this historic federal building and courthouse which is being completely rehabilitated to become an academic building for Miami Dade College. The building has a gross area of 112,000 square feet. Improvements include the addition of stairways, addition of a skylight over an open courtyard, replacement of HVAC equipment, interior renovations throughout, numerous repairs, security improvements including ballistic panels, exterior restorations, and waterproofing improvements.

**Scope of Services Provided**

Wood/O'Donnell & Naccarato structural engineering services include conditions assessments, evaluation, feasibility reviews, analysis, design and construction administration (first phase currently in construction).





**Vizcaya Museum & Gardens**  
**Historic Restoration**  
3251 S. Miami Avenue, Miami, Florida



**Year Started:**  
2008

**Year Completed:**  
2021

**Estimated Construction**  
**Cost:** \$8 million

**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the structural engineering services for the investigation, evaluation, restoration and repair for various structural systems in the main house, basement, casino mound, east gate lodge, west gate lodge, Sutri Fountain, grottos, gazebos, farm village, garage and blacksmith shop and swimming pool, along with restroom additions, and structural roof enhancements and reroofing of several farm village buildings. These were completed in multiple phases.

**Scope of Services Provided**

Structural engineering services included investigation, evaluation, analysis, design, preparation of construction documents, cost estimating, assistance with bidding and permitting, construction administration and Special Inspection services.



**Lake Park Town Hall**  
**Historic Assessment & Restoration**  
Miami Springs, Florida



**Project Owner:**  
Town of Lake Park

**Year Completed:**  
2002

**Estimated Construction**  
**Cost: \$1.45 million**

**Project Scope & Description**

Wood/O'Donnell & Naccarato provided the complete structural engineering services for this historical restoration. The building was reroofed and the original windows were restored. The interiors were fully restored, with special attention given to the Mirror Ballroom and its beautiful wood ceiling.



Wood/O'Donnell & Naccarato provided full structural engineering services, including investigation, evaluation, analysis, design, preparation of construction documents and construction administration.



## SECTION 4: References



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)

**SECTION 4: REFERENCES**

#1

a) Project Name	Olympia Theatre Restoration – Multiple Projects		
b) Project Address	174 E. Flagler Street, Miami, FL 33131		
c) Project Type	Historic Preservation and Restoration		
d) Scope	R.J. Heisenbottle Architects, P.A. (RJHA) was retained by the City of Miami, owners of the Olympia Theater, to provide full architectural, engineering and historic preservation consulting services for the theater’s restoration in 1989. Today the firm continues to actively work on the theater’s restoration. In total, there have been 22 separate projects including life safety and mechanical systems upgrades, re-roofing, complete theater auditorium restoration (decorative finishes repair, theatrical lighting, re-seating, and technical production upgrades). Current projects include structural repairs to the buildings shell.		
e) Project Value	\$12.2M	Completion Date	Ongoing
f) Owner Contact	Project Contact	Robert Geitner, Executive Director Olympia Arts MIAMI   Olympia Center Inc. 153 E. Flagler Street, #1030, Miami, FL 33131 (786) 200-3233 <a href="mailto:rgeitner@olympiaartsmiami.org">rgeitner@olympiaartsmiami.org</a>	

#2

a) Project Name	Miami Military Museum		
b) Project Address	12460 SW 152 Street, Miami, FL 33177		
c) Project Type	Historic Preservation and Restoration		
d) Scope	RJHA was commissioned to complete the plans for the building’s relocation and restoration. The entire structure was transported in one piece to its new location and secured to new foundations, and re-opened as a museum.		
e) Cost	\$6.2M	Completion Date	Ongoing
f) Owner Contact	Owner Representative	Anthony D. Atwood, Ph. D., Executive Director Friends of the Military Museum 1825 Ponce De Leon Blvd. Coral Gables, FL 33134	
	Address		
	Telephone	(305) 225-9165	
	E-mail	<a href="mailto:anthony.atwood@miamimilitarymuseum.org">anthony.atwood@miamimilitarymuseum.org</a>	



#3	a) Project Name	Shrine Building / Boulevard Shops Restoration		
	b) Project Address	1401 Biscayne Boulevard, Miami, FL 33132		
	c) Project Type	Historic Preservation and Restoration		
	d) Scope	<p>R.J. Heisenbottle Architects, P.A. (RJHA) was retained to provide full architectural and engineering services and restore the historic Art Deco Shrine Building once dubbed the "Fifth Avenue of the South". These services included Civil, Structural, Landscape, Historic Preservation/Conservation, Architecture, Mechanical, Electrical, Plumbing, Fire Protection and Interior Design. The ground floor once contained retail space, while the second floor served as meeting space for the Shriners. The building had fallen into a state of significant structural, and electrical disrepair. The roof was leaking, windows were broken, cast stone wall panels had failed and mechanical systems were no longer functioning. The scope also included providing 40-year recertification and making the building fully ADA accessible. 40 Year Recertification has been completed and the building is now ready for tenants.</p>		
	e) Cost	\$5.5M	Completion Date	2018
	f) Owner Contact	Owner Representative	Nicolas Betancourt, Vice President of Construction Resorts World Miami 1501 Biscayne Boulevard, Miami, FL 33132	
		Address	(305) 374-6664	
		Telephone	<a href="mailto:Nicolas.betancourt@rwbimini.com">Nicolas.betancourt@rwbimini.com</a>	
		E-mail		

## SECTION 5: Project Understanding and Approach



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)



## **SECTION 5: Project Understanding, Approach and Fee Proposal**

R.J. Heisenbottle Architects (RJHA) and our Structural Engineering Consultant, Douglas Wood & Associates, Inc are pleased to submit our qualifications for the Lake Park Town Hall roof replacement and exterior façade improvements. According to Part II – Scope of Services of the Request for Proposal, it is our understanding that our responsibilities will include performing an existing conditions assessment of the roof and façade to determine the scope of work. Our observations will be prepared in report format and will be accompanied by photographs. This assessment will also address the scope of work items that our listed in the Agreement between the State of Florida, Department of State, and the Town of Lake Park: exterior cleaning by the gentlest means possible, removing failing sealant and replacement with new sealant on all windows and other openings including joints, restoration of exterior masonry, wood and metal surfaces.

Upon completion of the existing conditions assessment, we will present our findings and the scope of work to the Town for review and approval. Upon approval of the scope of work, RJHA will prepare exterior elevations, a roof plan and associated details, and specifications. For the roofing, we have noted the importance of specifying proposed materials and construction methods as well as preparing details for fastening methods, and that the Town requests specification of the same materials, including copper nails for historic continuity and to combat the effects of salt spray. Painting specifications will include manufacture material specifications color sections and any necessary waterproofing/ caulking requirements. Once complete, these materials can be used by the Town for soliciting project bids and as construction documents.

Once construction is underway, and the existing roof decking can be exposed, RJHA and DWA will perform a field inspection to determine the extent of the roof deck replacement, if any. During this site visit we will also and assess any damage to the roof structure that is not visible from inside the building. Our finding will be submitted in the form of a written report. Upon completion of the roof replacement and exterior façade work including painting and waterproofing/caulking, RJHA will perform a filed inspection and develop a final inspection punch-list. The results of our inspection and punch-list items will be prepared in a written report.

Moving forward we anticipate that the project will proceed in the following sequence:

### **Documentation of Existing Conditions**

To facilitate the preparation of Construction Drawings, RJHA will need to assess and document the existing building conditions, prepare a scope of work and take on-site measurements to verify existing conditions. Structural building components will also be evaluated at this time. Additional assessment includes attempting a balance between historic preservation requirements, current building codes and mitigation efforts for natural disasters, specifically hurricanes in Florida.

### **Construction Documents**

Upon the completion of the existing conditions assessment and the approved scope of work, RJHA will prepare existing elevation drawings and a roof plan in AutoCAD. The completed “As Built” CAD documents will form the basis for preparation of the Construction Documents. RJHA will review with the Owner alternative approaches to the design and construction of the project. Utilizing the mutually agreed-upon program, schedule, and budget, the Architect will prepare final Construction Documents and Specifications.



Upon completion of all of the above tasks, the RJHA team will compile bound copies of the project materials as final record documents that will serve as the basis for proceeding with construction and specifications for the project and for solicitation of project funding.

**Schedule & Phasing**

Upon receipt of the recommendation for award and finalization of the Contract, RJHA will prepare a project schedule in Microsoft Project format and will consider all critical project tasks including, but not limited to, Documentation of Existing Conditions, Design Development Phase, Construction Documents Phase, Bid Phase, Permitting, Construction and Fit-up Phases of the work. We expect that with your assistance and cooperation the entire planning, Schematic Design, Design Development and Construction Document effort can be completed within 4 – 6 months. Bid, Permitting and Construction Administration Phases of the Project will proceed from there.

Please refer to our Project Timeline for the Design Phase.

**Fee Proposal**

RJHA is prepared to request a fee in the amount of **\$50,000** for the scope of work outlined above.



Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects  
October 7, 2022

ID	Task Mode	Task Name	Duration	Start	Finish	2023	2024
1		Authorization to Proceed	1 eday	Fri 11/11/22	Sat 11/12/22	Nov 11/12	Dec Jan...
2		Documentation of Existing Conditions to 130 edays	130 edays	Sat 11/12/22	Mon 12/12/22		
3		Roofing and Façade Conditions Assessment Report	21 edays	Mon 12/12/22	Mon 1/2/23		
4		Owner Review	14 edays	Mon 1/2/23	Mon 1/16/23		
5		50% Construction Documents Phase	30 edays	Mon 1/16/23	Wed 2/15/23		
6		Owner Review	14 edays	Wed 2/15/23	Wed 3/1/23		
7		100% Construction Documents Phase	30 edays	Wed 3/1/23	Fri 3/31/23		
8		Owner Review / SHPO Review	14 edays	Fri 3/31/23	Fri 4/14/23		
9		Bid & Permit Phase	60 edays	Fri 4/14/23	Tue 6/13/23		
10		Construction Administration Phase	120 edays	Tue 6/13/23	Wed 10/11/23		
11		Substantial Completion	1 eday	Wed 10/11/23	Thu 10/12/23		10/12

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

## SECTION 6: Appendices



**RJ** HEISENBOTTLE  
ARCHITECTS

2199 Ponce de Leon Boulevard, Suite 400  
Coral Gables, FL 33134  
305 446-7799 | [www.rjha.net](http://www.rjha.net)

## Certified Profile

CLOSE WINDOW

[Print](#)

## Business &amp; Contact Information

BUSINESS NAME	<b>R. J. Heisenbottle Architects, PA</b>
OWNER	<b>Mr. Richard Heisenbottle, President</b>
ADDRESS	<b>2199 Ponce de leon Blvd. Suite 400 Miami, FL 33134</b> <a href="#">Map This Address</a>
PHONE	<b>305-446-7799 Ext. 14</b>
FAX	<b>305-446-9275</b>
EMAIL	<a href="mailto:rjha@rjha.net">rjha@rjha.net</a>
WEBSITE	<a href="http://www.rjha.net">http://www.rjha.net</a>

## Certification Information

CERTIFYING AGENCY	<b>Miami-Dade County</b>
CERTIFICATION TYPE	<b>SBE-A&amp;E - Small Business Enterprise - Architectural &amp; Engineering</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Architectural Services</b>

## Commodity Codes

Code	Description
MDC-TCC 14	ARCHITECTURE
MDC-TCC 18	ARCHITECTURAL CONSTRUCTION MANAGEMENT
MDC-TCC 21	LAND-USE PLANNING
MDC-TCC 22	ADA TITLE II CONSULTANT
NAICS 541310	Architectural Services

## Additional Information

TIER	<b>A&amp;E - Tier 3: 3 Yr. \$2,000,000.01 up to \$4,500,000.00 (Architectural)</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

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

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

<b>PRODUCER</b> Butler, Buckley, Deets, Inc. 6505 Blue Lagoon Dr Suite 250 Miami FL 33126		<b>CONTACT NAME</b> PHONE (A/C, No, Ext): 305-262-0086 FAX (A/C, No): E-MAIL: ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Phoenix Insurance Co	
		<b>INSURER B:</b> Travelers Prop Casualty Co Of	
		<b>INSURER C:</b> TRAVELERS CASUALTY INS CO	
		<b>INSURER D:</b> UNDERWRITERS AT LLOYDS	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 182660434 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	BZS(22)64101152	12/11/2021	12/11/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BZS(22)64101152	12/11/2021	12/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO64101152	12/11/2021	12/11/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB8J517391	12/12/2021	12/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		10143L211108	12/11/2021	12/11/2022	AGGREGATE LIMIT \$2,000,000 DEDUCTIBLE 2,000,000 \$10,000

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

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

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# **Evaluation Scoring Sheets**

Project # 108-2022 Professional Architectural and Design Consulting Services				Evaluators Name: Dwayne Bell					
RATING CRITERIA DESCRIPTION:		RATING WEIGHT	Neta Architects	Evaluator Rating	REG Architects	Evaluator Rating	RJHA Architects	Evaluator Rating	
1) The bidders previous Experience with Similar Type Projects:			30 points	Experience Submitted	20	Experience Submitted	25	Experience Submitted	30
2) Firms Business Enterprise Status			15 points	Not Indicated	5	Minority Status	10	Not Indicated	5
3) Bidders ability and willingness to meet the proposed project implementation time line (proposed preliminary schedule)			15 points	19 Weeks Design Time	10	10 Weeks Design Time	15	22 Weeks Design Time	10
4) Proposed Cost of Services			30 points	\$58,000.00	20	\$37,000.00	30	\$50,000.00	25
TOTAL RATING:			90 points		55		80		70
Other Criteria:									
a) Written Proposal of Proposed Professional Services			Bidder Response				Bidder Response		
b) Q1: Lump Sum Cost of proposed Professional Services			Yes - Submitted		Yes - Submitted		Yes - Submitted		
c) Q2: Do you anticipate being able to meet all of the specified scope of services requirements			Yes		Yes		Yes		
d) Q3: Does offeror plan to sub-contract any of the required scope of services. If so provide a list of those subcontractors			No Subcontracting Indicated		Yes - As Needed Sub List Included		No Subcontracting Indicated		
e) Business Enterprise Status:			No Response		Minority Owned		Small Business Certification		
f) Addendum Acknowledged:			Acknowledged		Acknowledged		Acknowledged		

Evaluators Signature:



Date:

10/10/25

Project # 108-2022 Professional Architectural and Design Consulting Services			Evaluators Name: Roberto Travieso		
RATING CRITERIA DESCRIPTION:	RATING WEIGHT	Netta Architects	REG Architects	RJHA Architects	Evaluator Rating
1) The bidders previous Experience with Similar Type Projects:	30 points	Experience Submitted	Experience Submitted	Experience Submitted	25
2) Firms Business Enterprise Status	15 points	Not Indicated	Minority Status	Not Indicated	0
3) Bidders ability and willingness to meet the proposed project implementation time line (proposed preliminary schedule)	15 points	19 Weeks Design Time	10 Weeks Design Time	22 Weeks Design Time	12
4) Proposed Cost of Services	30 points	\$58,000.00	\$37,000.00	\$50,000.00	23
<b>TOTAL RATING:</b>	<b>90 points</b>				<b>60</b>
<b>Other Criteria:</b>					
a) Written Proposal of Proposed Professional Services	Bidder Response	Yes - Submitted	Bidder Response	Yes - Submitted	Bidder Response
b) Q1: Lump Sum Cost of proposed Professional Services	Yes - \$58,000.00	Yes - \$37,000.00	Yes - \$50,000		
c) Q2: Do you anticipate being able to meet all of the specified scope of services requirements	Yes	Yes	Yes		
d) Q3: Does offeror plan to sub-contract any of the required scope of services. If so provide a list of those subcontractors	No Subcontracting Indicated	Yes - As Needed Sub List Included	No Subcontracting Indicated		
e) Business Enterprise Status:	No Response	Minority Owned	Small Business Certification		
f) Addendum Acknowledged:	Acknowledged	Acknowledged	Acknowledged		

Evaluators Signature:



Date:

10/10/22

Project # 108-2022 Professional Architectural and Design Consulting Services				Evaluators Name: John Wille	
RATING CRITERIA DESCRIPTION:	RATING WEIGHT	Neta Architects	REG Architects	RUHA Architects	Evaluator Rating
1) The bidders previous Experience with Similar Type Projects:	30 points	Experience Submitted	Experience Submitted	Experience Submitted	25
2) Firms Business Enterprise Status	15 points	Not Indicated	Minority Status	Not Indicated	5
3) Bidders ability and willingness to meet the proposed project implementation time line (proposed preliminary schedule)	15 points	19 Weeks Design Time	10 Weeks Design Time	22 Weeks Design Time	10
4) Proposed Cost of Services	30 points	\$58,000.00	\$37,000.00	\$50,000.00	21
TOTAL RATING: 90 points		51	82	64	
<b>Other Criteria:</b>					
a) Written Proposal of Proposed Professional Services		Bidder Response Yes - Submitted	Bidder Response Yes - Submitted	Bidder Response Yes - Submitted	
b) Q1: Lump Sum Cost of proposed Professional Services		Yes - \$58,000.00	Yes - \$37,000.00	Yes - \$50,000	
c) Q2: Do you anticipate being able to meet all of the specified scope of services requirements		Yes	Yes	Yes	
d) Q3: Does offeror plan to sub-contract any of the required scope of services. If so provide a list of those subcontractors		No Subcontracting Indicated	Yes - As Needed Sub List Included	No Subcontracting Indicated	
e) Business Enterprise Status:		No Response	Minority Owned	Small Business Certification	
f) Addendum Acknowledged:		Acknowledged	Acknowledged	Acknowledged	

Evaluators Signature:

Date: 10.10.2022





Public Works  
Department

October 11, 2022

## NOTICE OF INTENT TO AWARD

**Project:** RFP #108-2022 – Professional Architectural Design and Consulting Services for Town Hall Historic Preservation projects.

To All Interested Parties,

Thank you for submitting your response to RFP #108-2022, Professional Architectural Design and Consulting Services for Town Hall Historic Preservation Projects.

At the October 10, 2022, 10:00 a.m. bid opening, the Town received three (3) fully responsive bid submittals.

The Town of Lake Park has completed its evaluation of the RFP #108-2022 bid submittals and intends to award the Professional Architectural Design and Consulting Services project to:

### **REG Architects**

The project bid responsiveness and evaluation rating sheets are available for review through the Town Clerks website.

This Notice of Intent to award is conditioned upon the Town of Lake Park's reservation of rights as contained in the ITB Documents and is subject to approval by the Lake Park Town Commission.

Sincerely,

ROBERTO F. TRAVIESO, MPA  
Public Works Director

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

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

**RESOLUTION NO. 40-07-22****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR TOWN HALL PRESERVATION BUILDING IMPROVEMENTS.**

**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 determined that there is a need to replace the roof of the Town Hall and to paint and water proof this historic building ("the Project"); and

**WHEREAS**, the Lake Park Town Hall building is designated as a historic building; and

**WHEREAS**, the Florida Department of State, Division of Historical Resources (the "Division") has announced that it is awarding a grant to the Town in the amount of \$325,000.00, provided the Town matches this award with an equal match to fund the Project; and

**WHEREAS**, on June 24, 2022, the Division provided a Grant Agreement to the Town for the Town's execution; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Grant Agreement (Number 23.h.sc.100.018) with the Division.

**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 the agreement between the Town and State of Florida, Department of State, Division of

Historical Resources. A copy of the proposed Grant Agreement is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon adoption.

P:\DOCS\26508\00001\DOC\2641681.RTF

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 40-07-22 duly passed and adopted this 20 day of July, 2022.

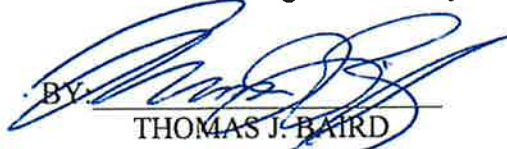
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY





**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
**Town of Lake Park**  
**23.h.sc.100.018**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.018 for the Project "Lake Park Historic Town Hall Preservation," in the amount of \$325,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item , contained in the 2023 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Park Historic Town Hall Preservation," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the repair and preservation of the historic Lake Park Town Hall in Lake Park, Palm Beach County, Florida. Work items include roof replacement, exterior painting, exterior cleaning by the gentlest means possible, remove failing sealant and replace with new sealant on all windows and other openings including joints, and restore exterior masonry, wood, and metal surfaces. Grant funds will also be used for architectural / engineering services and grant project management and administration.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	\$81,250

2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	\$81,250
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	\$81,250
4	Advanced Payment	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	\$81,250
<b>Totals</b>				<b>\$325,000</b>

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless

Page: 2

Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Harley Burgis  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6393  
Email: harley.burgis@dos.myflorida.com

**For the Grantee:**

Contact: Merrell Angstreich  
Address: 535 Park Avenue Lake Park Florida 33403  
Phone: 561.882.1819  
Email: mangstreich@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement
  - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services

Page: 3

(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://flvndor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
  - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

Development Projects

- a) All project work must be in compliance with the *Secretary of the Interior's Standards and Guidelines* available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
- c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with



the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.

d) Architectural Services

1. All projects shall require contracting for architectural/engineering services.
2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
  2. Upon completion of **design development and outline specifications**; and
  3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
  2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
  3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
  4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be

implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code*.
  - h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- 10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
- 11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

- b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
  - c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
  - d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
  - e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
  - f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
  - g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
  - h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
  - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
  - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at [www.nps.gov/tps/standards/treatment-guidelines-2017.pdf](http://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf), standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch\\_stnds\\_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
  - f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
  - g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
  - h) Entertainment, food, beverages, plaques, awards, or gifts;
  - i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
  - j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
  - k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;



- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- v) Supplies that will not be consumed in use during the duration of this project;
- w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or

research off-site; and

- y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the

necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of



violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
    - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
    - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement

document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to tGoverning his Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By:

Authorizing Official for the Grantee

Dr. Timothy Parsons, Division  
Director

Michael O'Rourke, Mayor

Typed name and title

Date

July 20, 2022

Date

**ATTACHMENT A**  
**Estimated Project Budget**

<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>
Grant Project Management and Administration	\$0	\$0	\$15,000
Architectural / Engineering Services	\$0	\$50,000	\$0
Roofing	\$235,000	\$235,000	\$0
Painting/Waterproofing	\$75,000	\$15,000	\$0
Restore exterior masonry, wood, and metal surfaces	\$15,000	\$10,000	\$0
<b>Totals</b>	<b>\$325,000</b>	<b>\$310,000</b>	<b>\$15,000</b>



## ATTACHMENT B

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  1. The Department of State at each of the following addresses:

Office of Inspector General  
 Florida Department of State  
 R. A. Gray Building  
 500 South Bronough St.  
 Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General  
 Florida Department of State  
 R. A. Gray Building  
 500 South Bronough St.  
 Tallahassee, FL 32399-0250

2. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room 401  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department

of State.



**EXHIBIT 1****FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



# Town of Lake Park Town Commission

Item 7.

## Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASMENT FOR A LIFT STATION FOR USE BY NAUTILUS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Approved by Town Manager**

**Date:**

10/12/22

*Nadia Di Tommaso / Community Development Director*

**Name/Title**

<b>Originating Department:</b>  Community Development	<b>Costs: \$ Legal Review</b> <b>Funding Source: Town Attorney</b> <b>Acct. #108</b> [ ] Finance _____	<b>Attachments:</b> → Resolution → Easement
<b>Advertised:</b> <b>Date:</b> <b>Paper:</b> [ X ] Not Required	All parties that have an interest in this agenda item must be notified of 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 <b>ND</b> <b>Please initial one.</b>

### Summary Explanation/Background:

***Provided by Rim Bishop – Seacoast Utility Authority (summarized):***

In June of this year, Seacoast explained why it could not process sanitary sewer plans without knowing, within some very close tolerance, where the lift station serving the Nautilus-220 project would be located. We all know that it will be located on the P3 (Marina) property, but since the P3 is not yet formalized, Seacoast worked with the Nautilus development team on a location that could work. Seacoast would create an easement over that site, and the Town would approve the easement (via this agenda item), execute it, and send it back to Seacoast for recording. The Nautilus developer will design their sewer system to this location, but if subsequent P3 plans require a minor shift before the lift station and the Nautilus 220 system are complete, Seacoast will do its best to accommodate the supporting redesign.

Enclosed is the lift station easement document and supporting Resolution for Town Commission approval.

**General Location (see enclosed Easement for location accuracy):**



**Recommended Motion:** I move to **"APPROVE"** Resolution 74 -10-22.

**RESOLUTION NO. 74-10-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASMENT FOR A LIFT STATION FOR USE BY NAUTILUS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town owns certain land which is legally described in the attached Exhibit "A" (the Property); and

**WHEREAS**, the Seacoast Utility Authority (Seacoast) has sought a utility easement from the Town which permits Seacoast to enter upon the Property to install, operate, maintain, and service a sewer lift station and appurtenant facilities in, on, over, under and across the Property; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Easement for the benefit of Seacoast as it pertains to the Property.

**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 the Easement a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon adoption.



**Exhibit 'A'****LEGAL DESCRIPTION**

A LIFT STATION EASEMENT IN FAVOR OF SEACOAST UTILITY AUTHORITY LYING OVER AND ACROSS A PORTION OF LOTS 24, 25, 28, AND 29 OF BLOCK 114 ACCORDING TO THE PLAT KELSEY CITY, FLORIDA AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 28 OF SAID BLOCK 114; THENCE NORTH 85°19'00" EAST ALONG THE SOUTH LOT LINE OF LOT 28, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°41'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 85°19'00" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 40.00 FEET; THENCE SOUTH 04°41'00" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 85°19'00" WEST, PARALLEL WITH THE SOUTH LINE OF LOT 28, A DISTANCE OF 40.00 FEET; THENCE NORTH 04°41'00" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1600 SQUARE FEET OF LAND, MORE OR LESS.

Return To:  
 Seacoast Utility Authority  
 4200 Hood Road  
 Palm Beach Gardens, FL 33410

## EASEMENT

**THIS EASEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, between the **Town of Lake Park**, a Florida municipal corporation, (hereinafter referred to as "Grantor") whose address is 535 Park Avenue, Lake Park, Florida 333403 and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service a sewer lift station and appurtenant facilities in, on, over, under and across the easement premises together with rights of light and air above the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

**TOWN OF LAKE PARK**

Signed, sealed and delivered  
 in the presence of:

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Print Name

By: \_\_\_\_\_  
 Michael O'Rourke, Mayor

Attest: \_\_\_\_\_  
 Vivian Mendez, CMC

STATE OF FLORIDA           )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by Michael O'Rourke and Vivian Mendez, CMC, as Mayor and Clerk of the Town of Lake Park, who are personally known to me and who have not taken an oath.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name  
Notary Public – State  
Commission No:  
My Commission Expires:

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Thomas J. Baird

**DESCRIPTION & SKETCH  
PREPARED FOR:  
SEACOAST UTILITY AUTHORITY**

**Exhibit "A"  
Sheet 1 of 2**

**LIFT STATION EASEMENT  
LAKE PARK MARINA**

**LEGAL DESCRIPTION**

A LIFT STATION EASEMENT IN FAVOR OF SEACOAST UTILITY AUTHORITY LYING OVER AND ACROSS A PORTION OF LOTS 24, 25, 28, AND 29 OF BLOCK 114 ACCORDING TO THE PLAT KELSEY CITY, FLORIDA AS RECORDED IN PLAT BOOK 8, PAGE 23 OF THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 28 OF SAID BLOCK 114; THENCE NORTH 85°19'00" EAST ALONG THE SOUTH LOT LINE OF LOT 28, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°41'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 85°19'00" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 40.00 FEET; THENCE SOUTH 04°41'00" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 85°19'00" WEST, PARALLEL WITH THE SOUTH LINE OF LOT 28, A DISTANCE OF 40.00 FEET; THENCE NORTH 04°41'00" WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1600 SQUARE FEET OF LAND, MORE OR LESS.

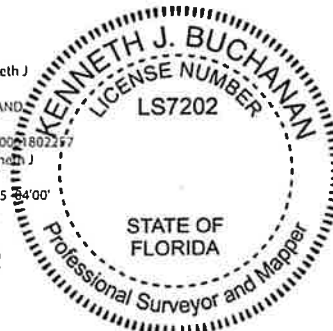
**SURVEYOR'S NOTES:**

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 28, BLOCK 114 BEARING N 85°19'00" E AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 24276 AT PAGES 228 THROUGH 230 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
6. DATE OF LEGAL DESCRIPTION: SEPTEMBER 9, 2022.

LIDBERG LAND SURVEYING, INC.

**Kenneth J  
Buchanan**

Digitally signed by Kenneth J  
Buchanan  
DN: c=US, o=LIDBERG LAND  
SURVEYING,  
dnQualifier=A01410C000021802257  
87770003F8DB, cn=Kenneth J  
Buchanan  
Date: 2022.09.16 09:40:15 -04'00'



BY: KENNETH J. BUCHANAN  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 7202

**ABBREVIATIONS:**  
ORB = OFFICIAL RECORD BOOK  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT



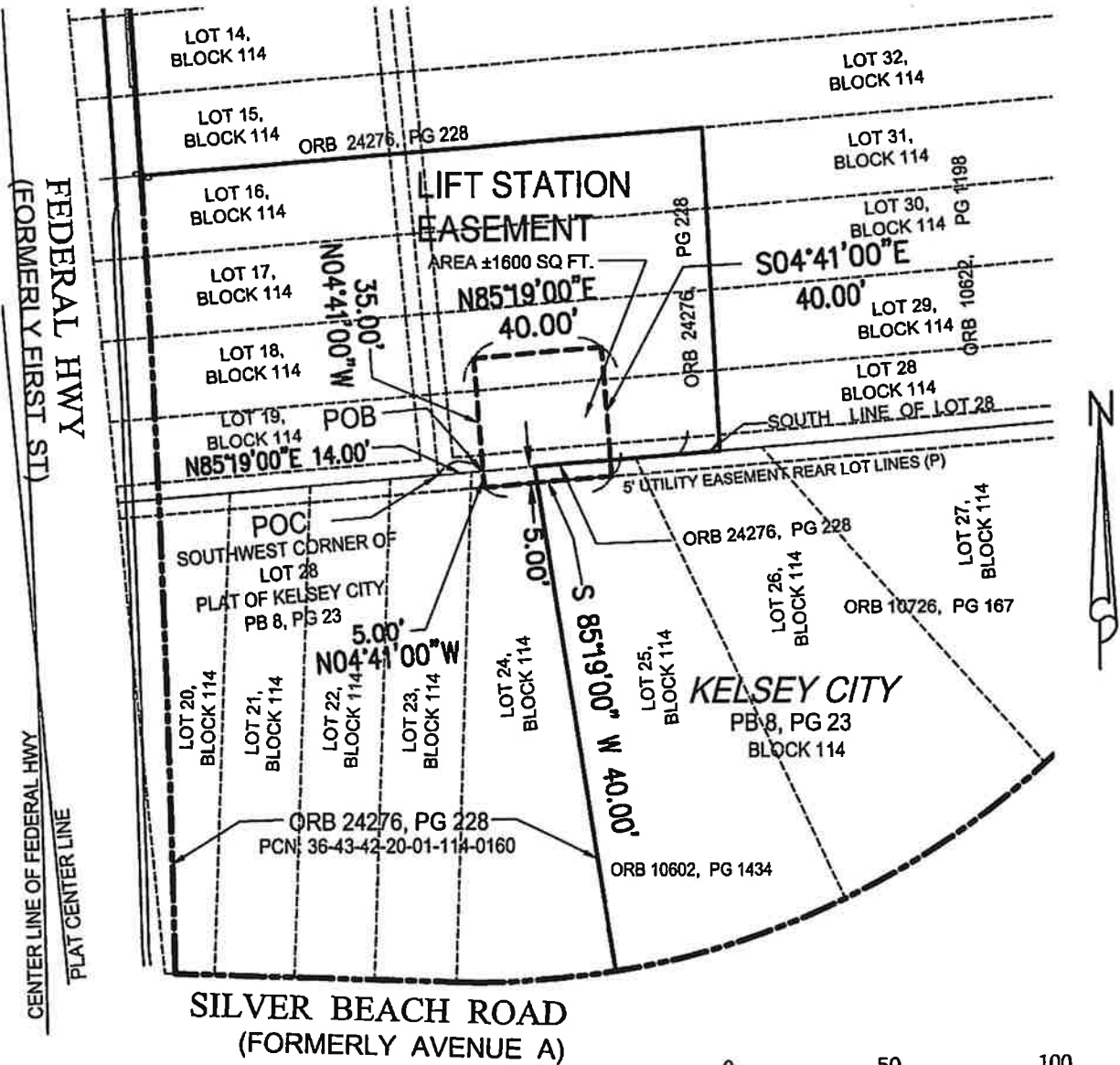
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REF.			
FLD.	FB.	PG.	JOB 22-108-303
OFF. M.B.S.			DATE 9-07-2022
CKD. K.J.B.	SHEET 1	OF 2	DWG. A22-108



**DESCRIPTION & SKETCH  
PREPARED FOR:  
SEACOAST UTILITY AUTHORITY**

**Exhibit "A"  
Sheet 2 of 2**

**LIFT STATION EASEMENT  
LAKE PARK MARINA**



**LIDBERG LAND  
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\AUTOCAD2000\204243\PB 8 PG 15 &amp; 23\22-108-303.DWG

REF.

FLD.

OFF. M.B.S.

CKD. K.J.B.

FB.

PC.

SHEET

2 OF 2

JOB 22-108-303

DATE 9-07-2022

DWG. A22-108

**Town of Lake Park Town Commission****Agenda Request Form****Meeting Date:** October 19, 2022**Agenda Item No.** \_\_\_\_\_**Agenda Title:****ORDINANCE NO. 13-2022**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- |                                     |  |                          |                |
|-------------------------------------|--|--------------------------|----------------|
| <input type="checkbox"/>            | SPECIAL PRESENTATION/REPORTS                     | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/>            | BOARD APPOINTMENT                                | <input type="checkbox"/> | OLD BUSINESS   |
| <input checked="" type="checkbox"/> | PUBLIC HEARING - ORDINANCE ON <u>2nd</u> READING |                          |                |
| <input type="checkbox"/>            | NEW BUSINESS                                     |                          |                |

**Approved by Town Manager****Date:**

10/12/22

Nadia Di Tommaso/Community Development Director**Name/Title***Prepared by Karen Golonka, Planner*

<b>Originating Department:</b>  <b>Community Development</b>	<b>Costs:</b> Legal Notice / Attorney Review <b>Funding Source:</b> Acct. # 001-52-524-500-34910 / Legal # 108 and 001-52-524-500-34910 legal ad <input type="checkbox"/> Finance	<b>Attachments:</b> <ul style="list-style-type: none"><li>• Staff Report</li><li>• Ordinance</li><li>• Legal Ads</li></ul>
<b>Advertised:</b> Date: 09/02/2022 and 10/09/2022 Paper: <u>Palm Beach Post</u> <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 <b>KJG</b> OR Not applicable in this case ____ <b>Please initial one.</b>

## **Summary**

The proposed ordinance will rezone the Town owned 1.24 acre “train station parcel” from Public District to Park Avenue Downtown District (PADD). This will be consistent with the newly adopted future land use of Downtown and will enable greater flexibility in developing the parcel such as a public-private partnership and mixed use project.

The ordinance also amends the PADD zoning district regulating plan by adding the parcel to the Core Sub-district.



## **Planning and Zoning Board Recommendation**

The Planning and Zoning Board held a public hearing on September 12 and unanimously voted to recommend approval to the Town Commission.

**TOWN COMMISSION FIRST READING- October 5, 2022: APPROVED (5-0)**

### **RECOMMENDED MOTION:**

**I MOVE TO ADOPT ORDINANCE 13-2022 ON SECOND READING.**

**\*See staff report on following page for analysis\***

**TOWN OF LAKE PARK  
TOWN COMMISSION  
Public Hearing  
Meeting Date: October 19, 2022**



# **STAFF REPORT**

**Ordinance 13-2022**



## **Summary**

### **Background**

On September 21 the Town Commission adopted Ordinance 12-2022 which assigned the Downtown Future Land Use classification to the 1.24 “train station parcel.

Therefore, as the next step, this request it to **change the zoning from Public to Park Avenue Downtown District**, which is consistent with the Downtown future land use classification and will allow the parcel to be developed with the new PADD regulations recently adopted by the Town. In addition to a tri-rail station, the regulations allow for mixed used development. With the new emphasis on transit oriented development and various forms of mobility, the Town also desires the site to act as a transit hub connecting various types of micro-mobility options like electric scooters and bikes to buses.

The ordinance also amends the PADD zoning district, Section 78-70, Figure 1 PADD District Regulating Plan, by adding the parcel to the Core Sub-District.

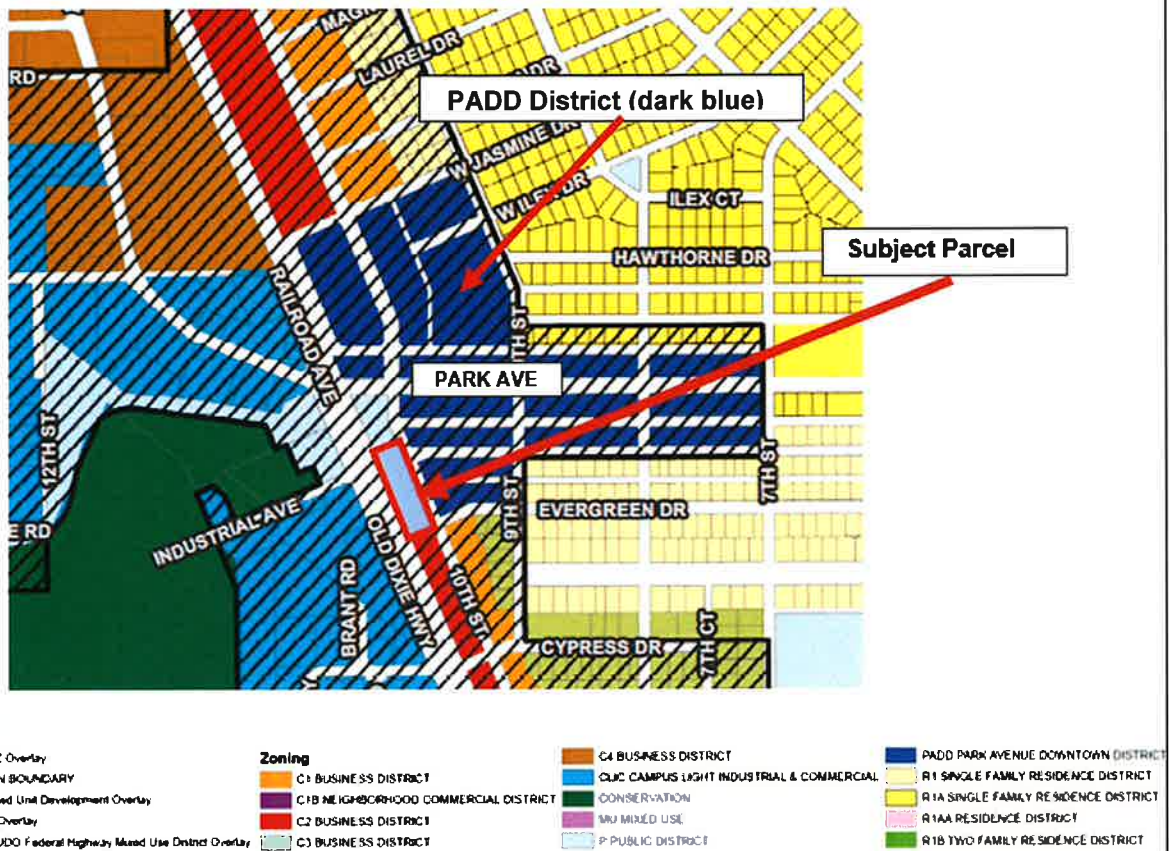
### **Proposed Rezoning**

While the timeline for tri-rail expanding north has not been established nor any northern station locations officially approved by Tri-Rail, the recent double-tracking by Brightline is a critical initial step. The next action that must occur is an agreement between Tri-Rail and the FEC for Tri-Rail’s use of the tracks, and then selection of tri-rail station locations. The Town desires to take a pro-active position by possibly moving forward with construction of a station and thus place itself in a position for Tri-Rail to select Lake Park as a location. Additionally, the site will serve as a transit hub for various forms of transit.

Importantly, the proposed rezoning will enable the Town to pursue a public –private partnership for development of the station and the possibility of incorporating a mixed use project on the site as well, which would not be possible under the current zoning.

As seen on the map below, the parcel is a natural extension of the PADD which abuts the site, across 10<sup>th</sup> St. on the east.

## ZONING MAP

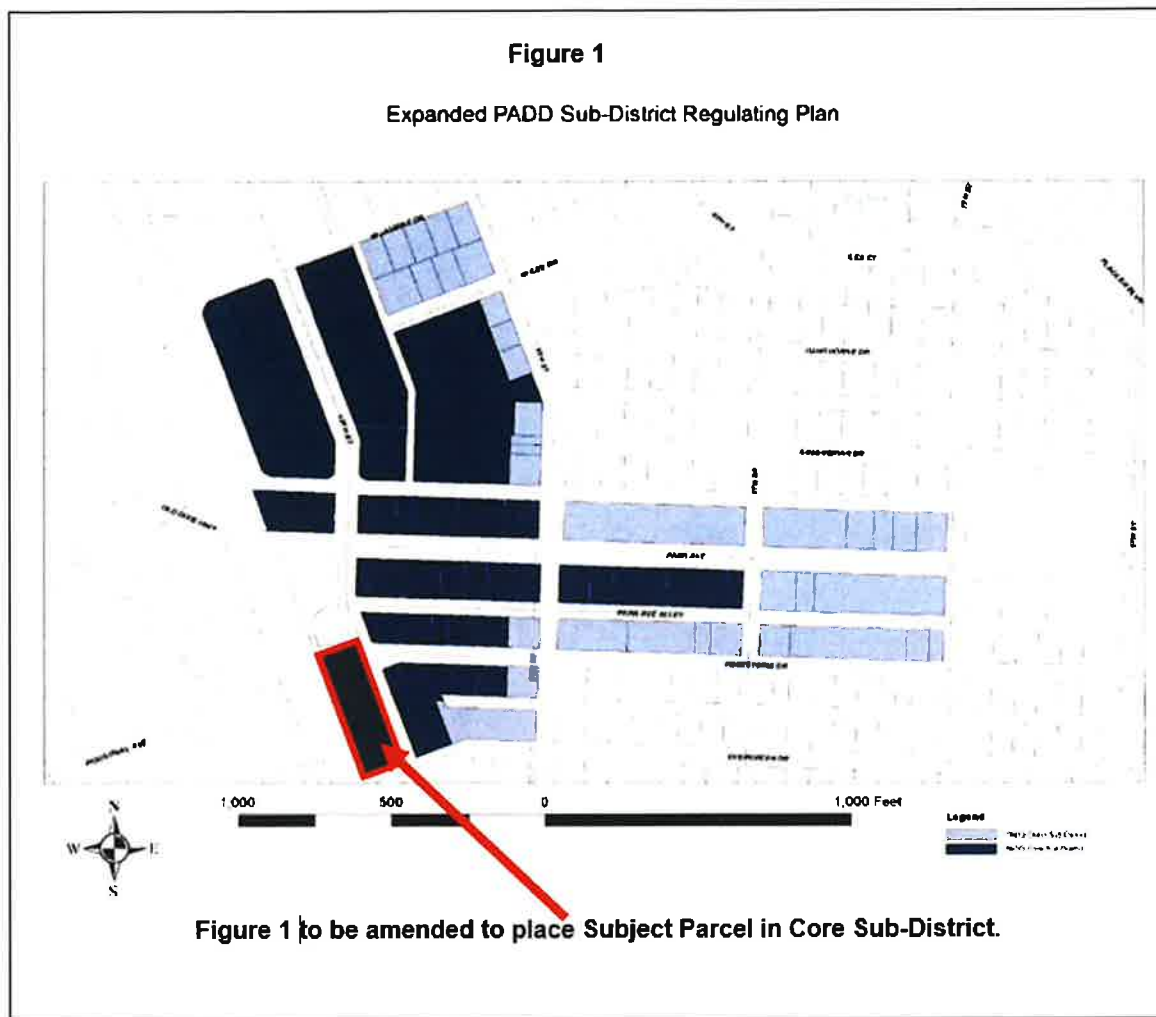


	Adjacent Zoning Districts and Uses
North	Public District (Palm Beach County Fire-Rescue Station)
South	C-2 Business District
East	PADD (Core District)
West	FEC RR

### **Proposed Text Amendment: Amendment to Chapter 78, Article III, Section 78-70**

#### **Park Avenue Downtown District, Figure 1**

The rezoning also requires an amendment to the text of the PADD District so that the parcel may be included as part of the Core sub-district, which is the more intense of the two sub-districts. The proposed change to the regulating map within section 78-70 is shown on the map below.



### **Analysis /Conclusions:**

**Consistency with Comprehensive Plan** The requested zoning change is consistent with the Comprehensive Plan and CRA Plan, and furthers their implementation.

**Impacts on Surrounding Properties:** The requested change is consistent with the existing zoning pattern as seen on the zoning map. As the site is primarily adjacent to the FEC railroad r-o-w and the PADD core, it is not anticipated to have a negative impact on the immediate surrounding properties. Single family neighborhoods are located approximately 500 – 600 feet east of the parcel.

At such time as a project is submitted for site plan reviewed, impacts will be reviewed and conditions recommended as appropriate for the actual use. Development of the site will require site plan approval, with Planning and Zoning Board review and Commission approval.

**Impacts of Public Facilities:** The impacts of any development will be reviewed at the time of site plan approval to insure that the development will not negatively impact public facilities such as streets, schools, utilities etc.

Legal Notice

Legal notice has been provided in accordance with section 78-182 (1)( c) of the Town Code as follows:

1. Notice to real property owners whose land the town will redesignate 30 days prior to Commission meeting. Town only property owner requiring notice
2. Legal ad. Notice of the hearing on the proposed ordinance was published in the Post on September 2.

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a public hearing on September 12, 2022 and unanimously voted to recommend approval to the Town Commission.

**RECOMMENDED MOTION:**

**I MOVE TO ADOPT ORDINANCE 13-2022 ON SECOND READING.**



**ORDINANCE NO. 13-2022**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF 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**, pursuant to Chapter 78 of the Town's Code of Ordinances (Code), the Town has adopted a Zoning Code which establishes zoning districts and an Official Zoning Map; and

**WHEREAS**, Code Section 78-182 (1) sets forth procedures for Town initiated rezoning of properties of less than 10 contiguous acres within the Town; and

**WHEREAS** the Town's Community Development Department staff initiated an amendment to the Official Zoning Map to rezone the properties that are legally described in the attached **Exhibit "A"** (the Properties), which is incorporated herein; and

**WHEREAS**, the Town will also amend Chapter 78, Article III, Section 78-70 entitled "Park Avenue Downtown District" by adding the 1.24 acre parcel to Figure 1 "expanded PADD sub-district regulation plan" with a core sub-district identification ; and

**WHEREAS**, the Town's Planning and Zoning Board conducted a public hearing and has provided a recommendation to the Commission on the proposed rezoning of the

Properties and related addition of the subject property to Figure 1 of Chapter 78, Article III, Section 78-70; and

**WHEREAS**, the Town Commission has determined that there are changed circumstances which warrant a rezoning of the Properties and related addition of the subject property to Figure 1 of Chapter 78, Article III, Section 78-70; and

**WHEREAS**, the Town Commission has conducted a duly noticed public hearing on the proposed rezoning of the Properties legally described herein.

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

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

**Section 2.** The Town Commission hereby rezones the Properties legally described in "Exhibit A" from "Public District" to Park Avenue Downtown District and directs that the Town's Official Zoning Map be amended to reflect the rezoning of the Properties to PADD.

**Section 3.** Chapter 78, Article III, section 78-70 entitled "Park Avenue Downtown District" is hereby amended to add 1.24 acres as shown in Figure 1, and legally described in Exhibit "A" to the "Expanded PADD sub-district Regulation Plan" and identifying it as being within the core sub-district.

**Section 4.** **Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5.** **Severability.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

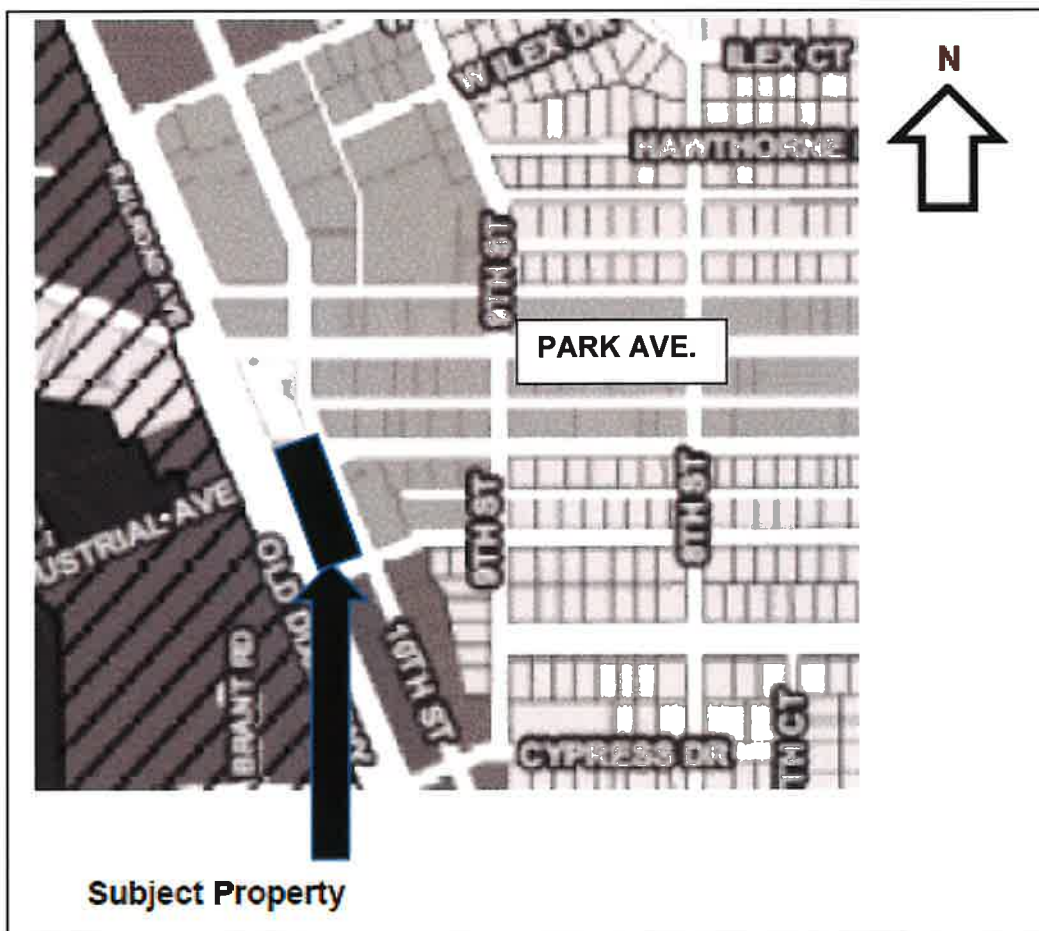
**Section 6.** **Effective Date.** This Ordinance shall take effect upon execution.

## Exhibit A

### Legal Description:

All of Block 46a (Less northerly 284.80 Ft), Plat of Kelsey City in Plat Book 8, Pages 15 To 18, 23, 27 & 34 To 37 inclusive.

### Location Map



## TOWN OF LAKE PARK: NOTICE OF PROPOSED ZONING CHANGE AND TEXT AMENDMENT

Please take Notice and be advised that the Town of Lake Park is considering the following:

- Rezoning of a 1.24 acre town-owned property generally located between the FEC RR and 10<sup>th</sup> St., approx. 325 ft. south of Park Avenue, from Public District to Park Avenue Downtown District (PADD). Property legally described as "block 46A less the northerly 284.80 ft., Kelsey City, PB 8, pages 15-18, 23,27, & 34-37" Parcel control number 36-43-42-20-01-126-0012
- Amending Town Code section 78-70 Park Avenue Downtown District, "Figure 1- Expanded PADD Sub-District Regulating Plan" by adding the 1.24 acre parcel to Figure 1 with a Core-Sub-district designation.

### ORDINANCE NO \_\_\_\_ - 2022

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

### TWO PUBLIC HEARINGS WILL BE HELD AS FOLLOWS:

#### LAKE PARK PLANNING AND ZONING BOARD

Monday, September 12, 2022 (special call meeting), at 6:30 pm or as soon thereafter as the matter can be heard.

#### LAKE PARK TOWN COMMISSION – First Reading

Wednesday, Oct 5 2022 at 6:30 pm or as soon thereafter as the matter can be heard.

All Hearings will be held in the Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403

***BE ADVISED: ALL DATES ARE SUBJECT TO CHANGE. Please refer to the Town website and agendas for the most up to date items being presented or call 561-881-3320.***

For additional information, or to review any documents related to the proposal described herein, please call the Community Development Department at 561-881-3320, ext. 325.

If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to the rezoning hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, Town Clerk

PUB: Friday, September 2, 2022



**LEGAL NOTICE OF PROPOSED ORDINANCE  
TOWN OF LAKE PARK**

Please take notice that on Wednesday, October 19, 2022 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida to be held at 535 Park Avenue, Lake Park, Florida 33403 will consider the following Ordinances on second reading and proposed adoption thereof:

**ORDINANCE 13-2022**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" FROM "PUBLIC DISTRICT" TO "PARK AVENUE DOWNTOWN DISTRICT"; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, MMC, Town Clerk  
Town of Lake Park, Florida  
**PUB:** October 9, 2022 The Palm Beach Post



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.** \_\_\_\_\_

**Agenda Title: Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and on Other Town-owned or Controlled Property or Rights-of-ways, Related Enforcement, and Impacts on Effective Stormwater Management.**

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

**Approved by Town Manager** \_\_\_\_\_

**Date:** 10/12/22

Roberto F. Travieso/Director of Public Works

Name/Title

<b>Originating Department:</b>  <div style="text-align: center; font-weight: bold; margin-top: 20px;">Public Works</div>	<b>Costs: None at this time.</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> 1. PowerPoint Presentation 2. Ordinance 34-11 3. Proposed and Current Native Tree Planting List 4. Proposal for comprehensive swale plantings survey 5. Stormwater Master Plan Executive Summary 6. Tree Planting Moratorium Letter 7. Minutes from Tree Board Meetings
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or <b>Not applicable in this case</b> _____  <b>Please initial one.</b>

## 1. Summary Explanation/Background:

The Town of Lake Park currently operates a stormwater utility for the purpose of managing and treating rainfall runoff and protecting public/private properties from flood damage. The Town's stormwater infrastructure consists of various components, including roadside swales, drainage structures and their interconnecting piping, and retention/detention areas. Though typically regarded as a landscape area, **swales** are a publicly-owned, key component of most stormwater systems, though adjacent property owners are usually responsible for their maintenance.



Figure 1. Typical swale before sodding.

The swale's function is to slow stormwater runoff and convey it away from the roadway and gradually remove harmful particles from the storm water, before it is either absorbed into the ground water table or enters into the drainage system to be later discharged at tide (Lake Worth Lagoon).

In addition, as a standard best practice, maintenance crews install sod over the swales to protect them from erosion and increase their water filtering effectiveness (Figure 1). Crews must also contour or reshape the swales regularly to promote water conveyance effectiveness and efficiency.

Finally, **Town roadside swales are the most noticeable and extensive component of the stormwater system**, encompassing an area of approximately 2.2 million square feet, or 183,040 linear feet or 34.67 miles.

Over the last three months, the Department of Public Works has been reviewing its stormwater utility maintenance program and has identified various areas for improvement to better comply with the requirements of our operating permit. The following paragraphs provide background on these concerns and recommendations to address them.

## 2. Town Ordinance 34-11

In 2009 and 2010, the Town Commission approved Resolutions No. 04-2009 and 02-2010, respectively, to update Ordinance 34-11, *Regulations for tree plantings and improvements in swales and on other town-owned or controlled property or rights-of-way*. The Ordinance provides that while swales are a Town right-of-way, their maintenance is the responsibility of the owner of the property abutting each swale (**Attachment 2**). Additionally, the Ordinance directs that all swale plantings require a permit that is issued



Figure 2. Nonnative swale plantings.

as a right-of-way permit through the Department of Public Works.

Prior to or following adoption of these Ordinance, the Town did not complete an exhaustive inventory of tree plantings (**Attachment 4**), nor established a proper tree planting permit form or its associated fee, which made the Ordinance unenforceable.

Furthermore, though the benefits of tree plantings are widely known and significant (i.e., environmental, social, economic, aesthetics, and other), unregulated tree plantings (Figure 2) and their root systems in the Town's right-of-way can have an adverse effect on the Town's underground stormwater, water and wastewater infrastructure, and electrical distribution lines/utility poles, and can significantly reduce or negate the swales' water filtering benefits.

### **3. Stormwater Master Plan**

In 2021, the Town Commission adopted an updated Stormwater Master Plan (SWMP, **Attachment 5**). The SWMP includes strategies for the conversion of five (5) percent of the roadside swales to green infrastructure (bioswales/bioretention areas). Implementation of this initiative will amplify swales' stormwater filtering benefits, while also addressing nuisance street flooding concerns and building resiliency to climate change effects.

For context, the Stormwater Master Plan proposes to gradually convert just 9,152 linear feet (5%) of Town swales to green infrastructure.

Additionally, the SWMP recommended adoption of regulations to promote native tree plantings only in the swales because of their increased resiliency to local weather and water-filtering benefits.

### **4. Swale Planting Moratorium**

In 2019, the Town implemented a moratorium on new swale tree plantings (**Attachment 5**) to facilitate inventory and analysis of existing swale tree plantings and determine their compliance with the strategies prescribed in the updated SWMP.

### **5. Recommendations (For Discussion)**

Based on the preceding analysis, Town Staff has presented recommendations to the Town's Tree Board on two occasions (July 12 and October 11, 2022). The Tree Board's comments have been addressed and are included as (**Attachment 7**) in this agenda package.

Town Staff is now seeking direction from the Town Commission regarding the phase-in implementation of the following tasks (in suggested order of implementation):

- a. Complete an exhaustive swale plantings inventory (**Attachment 4**)



- b. Adopt policy to grandfather existing trees and begin permitting new plantings, unless specific objective criteria are met for the removal of a tree (**Attachment 3**)
- c. Develop and codify a native tree planting list for use on both private and commercial properties
- d. Modify applicable Ordinance to clarify language and increase enforceability
- e. Adopt/update policy to require and promote the planting of native trees and shrubs in Town-owned swales and privately-owned swales
- f. Limit swale's maintenance to those locations with free of tree plantings. Note: This recommendation will prevent the system from achieving maximum water conveyance efficiency
- g. Limit types, quantities, and sizes of tree plantings allowed in swale pursuant to SWMP guidelines and best practices
- h. Develop and publish an educational brochure of the approved native tree planting list; post to Town website and social media (**Attachment 4**)
- i. Conduct public meetings and educational campaigns regarding swale plantings; install educational plant markers at various Town locations
- j. Develop and implement swale planting permit form(s) and associated permit fees and fines for violations
- k. Include utility/irrigation systems location clearance as part of permit process
- l. Develop engineering design standard for use in all swale construction/maintenance
- m. Manage tree giveaways and similar initiatives to ensure adherence with Ordinance (ongoing)

**Recommended Motion:** There is no motion associated with this agenda item; however, Staff is seeking input from the Town Commission on the proposed course of action to address concerns related to the effective operation of the Stormwater Utility.

# **Update on Ordinance 34-11, “Plantings in Swales”, Related Enforcement, & Impacts on Stormwater Management**

Roberto Travieso

Department of Public Works



# Presentation Overview



1. Stormwater Utility
2. Roadside Swales
3. Ordinance 34-11
4. Stormwater Master Plan
5. Examples of Swale Plantings
6. Recommendations
7. Tree Board Presentations



# Stormwater Utility



- Manages stormwater runoff
- Improves quality of stormwater discharges
- Protects public/private property from flood damage
- Includes drainage structures, piping, detention/retention areas
- Also includes roadside swales





# Roadside Swales



- Publicly-owned rights-of-ways
- Most extensive/common component of stormwater systems
- Town's swale network encompass 2.2M Sq. Ft. (34.7 linear miles)
- Serve to slow and filter stormwater runoff
- Typically sodded to avoid erosion
- Must be recontoured regularly to maintain water conveyance



## Ordinance 34-11



- Establishes Town ownership of all swale rights-of-way
- Assigns maintenance responsibility to the property owner
- Establishes permit and fee requirements for swale tree plantings (coordinated through Public Works Department)



## Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Swale Plantings Moratorium implemented in support of SWMP update

# Examples of Town Swale Plantings





# Recommendations



- a. Complete an exhaustive swale plantings inventory
- b. Adopt policy to grandfather existing trees and begin permitting new plantings, unless specific objective criteria are met for the removal of a tree
- c. Develop and codify a native tree planting list for use on both private and commercial properties
- d. Modify applicable Ordinance to clarify language and increase enforceability
- e. Adopt/update policy to require and promote the planting of native trees and shrubs in Town-owned swales and privately-owned swales

## Recommendations



- f. Limit swale's maintenance to those locations with free of tree plantings. Note: This recommendation will prevent the system from achieving maximum water conveyance efficiency
- g. Limit types, quantities, and sizes of tree plantings allowed in swale pursuant to SWMP guidelines and best practices
- h. Develop and publish an educational brochure of the approved native tree planting list; post to Town website and social media
- i. Conduct public meetings and educational campaigns regarding swale plantings; install educational plant markers at various Town locations

## Recommendations



- j. Develop and implement swale planting permit form(s) and associated permit fees and fines for violations
- k. Include utility/irrigation systems location clearance as part of permit process
- l. Develop engineering design standard for use in all swale construction/maintenance
- m. Manage tree giveaways and similar initiatives to ensure adherence with Ordinance (ongoing)

# Tree Board Presentations



- Item presented to the Tree Board on:
  - **July 12, 2022**
  - **October 19, 2022**
- Summary of Comments provided by Tree Board
- Recommendations have been updated in the Town Commission's version of this Agenda Item to include Tree Board's input





## Discussion/Questions

**Sec. 34-11. Regulations for tree plantings and improvements in swales and on other town-owned or controlled property or rights-of-way.**

- (1) *Sole risk property owner.* Liability for any injuries or damages which result from any work performed and/or improvements constructed, installed or placed in the swale area by the property owner(s), their successors or assigns shall be at the property owner's sole risk; and without recourse to the town, even if improvements and other materials placed in the swale area required to be removed by the town or other entity with jurisdiction.
- (2) *[Root barrier.]* Newly planted trees on town-owned property or controlled rights-of-way or within five feet of sidewalks or parking areas shall have installed (at the time of planting) an approved root barrier.
- (3) *Permitted improvement in swales.* The installation of trees or other improvements, objects, and structures, and the uses permitted within street swale areas within the town are limited to the following:
  - (a) Traffic control devices such as signal lights, stop signs and yield signs;
  - (b) Utility systems and appurtenant structures;
  - (c) Drainage systems and appurtenant structures;
  - (d) Sod or herbaceous ground cover installed according to the requirements of the rights-of-way use and maintenance standards and maintained in such a manner as not to exceed six inches in height. Grass sodding or grass seeding of the swale area is required and shall be maintained by the property owner(s);
  - (e) The planting of town-approved trees shall be permitted in swale areas, provided that the property owner or the owner's authorized agent, applies for and obtains a swale-planting permit for the proposed plantings from the town as provided herein;
  - (f) All trees to be planted shall have symmetric crown form, good crown color, no insect damage, well-spaced branches, healthy new leaves, healthy well-attached bark, strong crotches, adequate root space, and be of at least Florida No. 1 quality;
  - (g) Low-profile, dome-shaped decorative button stones, blocks or markers not to exceed six inches in diameter and four inches in height, placed no closer than four feet apart, shall not constitute items which interfere with the drainage of the swale areas and may be permitted by the town's director of public works along street rights-of-way, drives, and public walks in the town. These dome-shaped decorative blocks or markers shall have rounded surface areas and no corners which make a right-angle projection corner interface. In the event that dome-shaped decorative blocks or markers are placed in the swale area, they shall be painted white or with a white reflective material;
  - (h) Underground sprinkler systems with flush or pop-up heads;
  - (i) Mailboxes installed according to the requirements of the rights-of-way use and maintenance standards.
- (4) *Swale planting permit required.*
  - (a) A town swale planting permit is required before any trees or decorative markers or underground sprinkler systems may be installed in a swale. The property owner or owner's authorized agent may apply for the swale planting permit using the form established by the town public works department, and must pay the permit fee which is established by resolution of the town commission. Proof of property ownership or owner's agent authorization must be provided to the town at the time the permit application is submitted, together with a site sketch identifying the location, species, size and

the number of trees and/or decorative markers to be installed in the swale area, and such other information as is required by the application form or as may be required by the public works director.

- (b) Approval of the permit may be granted if the proposed plantings and/or improvements do not create infrastructure maintenance problems, encroach into the roadside recovery area, create a hazard, or otherwise adversely affect citizens of the town, or if the proposed improvement otherwise comports with the public interest. As a condition precedent to issuance of the swale area permit, the property owner shall execute an indemnification and hold harmless agreement in favor of the town, and in a form acceptable to the town attorney, which agreement shall be recorded against the property of the town. The acceptance of a swale planting permit by the person requesting a permit shall constitute acceptance of all obligations pertaining thereto, and the permit holder shall be held responsible for fulfilling all of the requirements thereof. The duties and obligations of the permit, specifically including the indemnification and hold harmless agreement, shall constitute covenants running with the land, and shall be binding on the permit holder, the property owner(s), and their respective heirs, successors, and assigns.
  - (c) Trees, vegetation and/or decorative markers, or other improvements, landscaping, structures or objects which are planted, installed, constructed or placed in the swale without a permit, shall be subject to immediate removal. When trees or decorative markers are placed in a swale without the required swale planting permit, the permit fee for the swale area permit shall be tripled; however, the payment of the triple fee shall not relieve any person from fully complying with the requirements of this section. Furthermore, if a permit is not applied for and obtained, the property owner and/or the tenant may be subject to code enforcement proceedings and the imposition of a fine, together with related administrative fees and costs through code enforcement proceedings. The town may remove and dispose of the nonpermitted plantings and/or markers, structures and other nonpermitted objects from the swale and charge the property owner and/or tenant, the responsible costs for removal and disposal, and the costs for restoration of the swale, in any, in addition to the fine and related administrative costs.
- (5) *Variety and location of trees.* The following regulations shall govern the variety and location of trees planted in swale areas:
- (a) Trees not considered nuisance trees which are determined to be of the same character and which are deemed suitable and appropriate trees for swale areas as determined by community development director, may be planted in a swale upon the issuance of a swale planting permit. Nonnative species and exotic, pest and invasive plants as listed by the Florida Exotic Pest Plant Council are specifically prohibited.
  - (b) Trees shall be planted not closer to the street pavement than one-half the distance between the property line and the street pavement and within three feet of a sidewalk.
  - (c) All large trees and palm trees to be planted in the swale will be not less than a three-inch caliper and 12 feet tall with one main trunk free of branches between five and six feet above ground. All small trees to be planted will be not less than two inches in diameter measured six inches above the ground, and six feet tall.
  - (d) All trees shall be planted in line or in an aesthetically ordered manner, except as may be delineated on a landscape plan authorized and approved by the town commission. Large trees shall be planted at a spacing of between 25 and 35 feet from each other; small trees and palm trees shall be planted at a spacing of between ten and 20 feet from each other.
  - (e) If roots and branches of any trees, hedges, or other plant growth on private property cause damage or destruction to any sidewalk, curb, gutter, street pavement, utility line or other town-owned or publicly owned property, code enforcement action and/or other legal action may be commenced by the town. In addition, the town may take action to bring the property into compliance with this section, including,

but not limited to, the trimming or removal of the trees and plant materials. In such event, the town shall charge the property owner the reasonable costs of the work, together with any fines and other fees and costs which may be imposed as provided in this Code and F.S. ch. 162.

- (f) Trees shall be planted so as not to impede the flow and storage of stormwater. Trees shall be planted and maintained to provide safe sight triangle distances in accordance with this Code. Trees shall be planted in accordance with Florida Power and Light Company guidelines so as to avoid interference with overhead and underground utility lines. Trees shall be planted in accordance with Seacoast Utility Authority's guidelines so that no roots from any vegetation located upon private property or adjacent rights-of-way shall be permitted to grow in such a manner that causes damage to paved rights-of-way, water, or sewer lines, or other elements of the town's or utility's infrastructure.
  - (g) The tree species, exact location and the permissible number of trees shall be determined by the community development director in the permitting process.
- (6) *Applicability.* The standards and regulations of this section shall apply to all swales within the town.
- (a) Existing plantings as of August 16, 2006:
    - 1. Existing trees which meet the requirements of this article shall be allowed to remain.
    - 2. Existing plantings that pose a safety or maintenance hazard shall be removed immediately.
- (7) *Reconstruction or repair by the town.* In the event it is necessary for the town to reconstruct or repair its water and sewer lines or other infrastructure, the town shall restore the swale areas, including approved trees, disturbed by the reconstruction or repair. Approved replacement trees must meet minimum planting standards of this article and be of a like nature to the tree being replaced. The town shall not be responsible for restoration of any nonstandard or nonconforming surfaces or plantings in a rights-of-way, whether public or private, including, but not limited to, surfaces such as bomanite, concrete block, slate, vegetation other than sod, or nonconforming pavement or other surfaces.
- (8) *[Compliance alternative.]* Existing commercial properties and multifamily dwellings that are unable to meet minimum landscape requirements for street tree planting due to inadequate setbacks or other unique physical impairments may meet the frontage planting requirements by planting approved trees in the swale at the sole expense of the property owner.

(Ord. No. 04-2009, § 3, 2-18-2009; Ord. No. 02-2010, § 2, 2-17-2010)



## Memo

To: Roberto Traviesio, MPA  
Director of Public Works, Town of Lake Park

From: Hays Henderson, PLA

Date: 8/25/2022

Re: Town of Lake Park Swale Plant List

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The attached information is intended as a guideline for discussion to outline a broad selection of trees for the road right of way swale planting areas within the Town of Lake Park. The plants are selected to provide for a range of native trees and palms that are generally accepted as adapted to the soils, temperatures and rainfall patterns typically found within the city limits of the Town of Lake Park.

However, it is understood that vegetation being designated as a native plant does not also imply that a specific native tree or palm is adapted to all soil types and hydrological conditions found in South Florida. The built environment typically adjacent to a roadway area may have had the native topsoil removed or water flow patterns changed during development that could affect the health and vitality of the selected vegetation. Also, a common denominator is that the locations under consideration are roadway swale areas which are intended as water conveyance structures. For these reasons, the specific site conditions where the native vegetation is planted should be a primary consideration for the selection criteria.

Further, with vegetation being adjacent to a vehicular thoroughfare consideration must be given to the location that allows for clear lines of sight from and to the vehicle, adequate recovery room for vehicles that may stray from the travel lane, and safe passage for a variety of pedestrian users.

The authority used in preparation of the attached list is Native Trees for South Florida, Doc EES-57 by the Department of Environmental Horticulture, Florida Energy Extension Service, UF/IFAS Extension. Reviewed April 2020. <https://edis.ifas.ufl.edu>

The attached list has been edited to remove trees that are noted as problem trees, weak branching, messy fruit litter or produce thorns.

# Town of Lake Park Right of Way Plant List

Page 1

Scientific Name	Common Name	Natural Height (in feet)	Growth Rate	Soil pH	Hardiness Zone*	Salt Tolerance	Light Requirement	Drought Tolerance	Nutritional Requirement
Acer rubrum	Red maple	35-50	Fast	Wide	C,N,ST	Low	High	Low	Low
Acoelorrhaphe wrightii	Paurotis palm, everglades palm	15-25	Slow	Acid to Neutral	C,ST,T	Medium	Medium, High	Medium	Medium to High
Bourreria succulenta var. revoluta	Strongbark	20	Medium	Wide	ST,T	Medium	High	High	Low
Bursera simaruba	Gumbo limbo, tourist tree	40-60	Medium	Wide	ST,T	Medium	High	High	Low
Chrysophyllum oliviforme	Satin leaf	30-40	Slow	Wide	ST,T	Medium	High	High	Low
Citharexylum fruticosum	Fiddlewood	25-30	Slow	Wide	C,ST,T	Medium	High	High	Low
Clusia rosea	Pitch apple, Autograph tree	25-30	Slow	Wide	T	High	High	High	Low
Coccoloba diversifolia	Pigeon plum	25-30	Slow	Wide	ST,T	High	High	High	Low
Coccoloba uvifera	Sea grape	15-30	Medium	Wide	ST,T	High	High	High	Low
Coccothrinax argentata	Silver palm	10-20	Slow	Wide	ST,T	High	Medium, High	High	Low
Conocarpus erectus	Buttonwood	30-50	Medium	Wide	ST,T	High	High	High	Low
Cordia sebestena	Geiger tree	20-25	Medium	Wide	T	High	High	High	Low
Dipholis salicifolia	Willow-leaved bustic	30-50	Medium	Wide	ST,T	Low	High	Medium	Low
Eugenia spp.	Stoppers	15-20	Slow	Wide	ST,T	High	Medium, High	High	Low
Guapira discolor	Blolly	35-50	Medium	Wide	ST,T	Medium	High	High	Low
Gymnanthes lucida	Crabwood	15-30	Slow	Wide	ST,T	Medium	High	High	Low
Hypelate trifoliata	White ironwood	30-40	Slow	Wide	ST,T	High	High	High	Low
Ilex cassine	Dahoon holly	25-40	Medium	Acid	C,N,ST	Medium	High	Medium	Low
Ilex krugiana	Tawnyberry holly	25-40	Medium	Wide	T	High	Medium	Medium	Medium
Ilex vomitoria	Yaupon holly	20-25	Medium	Wide	C,N,ST	High	Medium, high	High	Low
Juniperus silicicola	Southern juniper	25-30	Medium	Wide	C,N,ST	High	High		Low
Krugiodendron ferreum	Black ironwood	20-30	Slow	Wide	ST,T	Medium	High	High	Low
Leucothrinax morrisii	Key thatch palm	15-30	Slow	Wide	ST,T	High	Medium, High	High	Low
Magnolia grandiflora	Southern magnolia	60-100	Medium	Acid	C,N,ST	High	High	High	Low
Magnolia virginiana	Sweetbay	40-60	Medium	Acid	C,N,STT	Low	High	Low	Low
Myrcianthes fragrans	Simpson's stopper, twinberry	20-30	Medium	Wide	ST,T	High	Medium, high	High	Low
Persea borbonia	Red bay	50-60	Medium	Wide	C,N,ST,T	Medium	High	High	Low
Pinus clausa	Sand pine	60-80	Slow	Wide	C,N,ST	High	High	High	Low

\*C=Central; ST=Subtropical; T=Tropical; N=North

# Town of Lake Park Right of Way Plant List

## Page 2

Scientific Name	Common Name	Natural Height (in feet)	Growth Rate	Soil pH	Hardiness Zone*	Salt Tolerance	Light Requirement	Drought Tolerance	Nutritional Requirement
Pinus elliottii var. densa	South Florida slash	80-100	Fast	Wide	C,ST,T	Medium	High	High	Low
Piscidia piscipula	Jamaican dogwood , fish-poison tree	35-50	Fast	Wide	T	High	High	High	Low
Prunus myrtifolia	West Indi an cherry	15-40	Medium	Wide	T	Low	High	Me di um	Medium
Psuedophoenix sargentii	Buccaneer palm , cherry palm	10-15	Slow	Wide	ST	High	Medium, high	High	Medium
Quercus laurifolia	Laurel oak	60-100	Fast	Wide	C,N,ST	Low	High	High	Low
Quercus virginiana	Live oak	50-80	Medium	Wide	C,N,ST	High	High	High	Low
Roystonea regia	Royal palm	60-125	Medium	Wide	ST,T	Medium	High	Medium	Medium to High
Sabal palmetto	Cabbage palm	45-70	Slow	Wide	C,N,ST,T	High	High	High	Medium to High
Sapindus saponaria	Soapberry	35-45	Medium	Wide	C,ST,T	High	High	High	Low
Schaefferia frutescens	Florida boxwood	20-40	Slow	Alkaline	T	Medium	Medium	Medium	Medium
Simarouba glauca	Paradise tree	35-50	Slow	Wide	T	Medium	High	High	Medium
Swietenia mahogani	Mahogany	35-60	Fast	Wide	ST,T	High	High	High	Low
Taxodium ascendens	Pond cypress	60-100	Medium	Wide	C,N ST	Medium	High	High	Low
Taxodium distichum	Bald cypress	60-100	Medium	Wide	C,N ST	Medium	High	High	Low
Tecoma stans	Yellow Elder	10-20	Fast	Wide	ST,T	Medium	High	High	Medium

\*C=Central; ST=Subtropical;  
T=Tropical; N=North

## Current Native Tree Planting List

## South Florida - Rain Garden Plant List

Trees	
Scientific Name	Common Name
Quercus virginiana	Live Oak
Quercus laurifolia	Laurel Oak
Taxodium spp.	Cypress
Acer rubrum	Red Maple
Magnolia virginica	Sweetbay Magnolia
Ilex cassine	Dahoon Holly
Bursera simaruba	Gumbo Limbo
Coccoloba diversifolia	Pigeon Plum
Annona glabra	Pond Apple
Persea borbonia	Red Bay
Sabal palmetto	Cabbage palm



May 9, 2022

*Revised June 16, 2022*

Mr. John Wille, Capital Improvements  
Mr. Roberto F. Travieso, MPA, Director of Public Works  
Mr. Dwayne Bell, Sr., Operations Manager  
Town of Lake Park  
640 Old Dixie Hwy.  
Lake Park, FL 33403

VIA ELECTRONIC MAIL ONLY – [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov); [rtravieso@lakeparkflorida.gov](mailto:rtravieso@lakeparkflorida.gov);  
[dbell@lakeparkflorida.gov](mailto:dbell@lakeparkflorida.gov)

**RE: Landscape Architecture Services for Town of Lake Park Swale Planting Inventory Plan**

Dear Mr. Wille, Mr. Travieso and Mr. Bell:

We appreciate the opportunity to submit the following proposal for the Swale Planting Inventory landscape plans. This proposal outlines the services necessary for the preparation and representation of landscape architecture services for the Swale Planting Inventory plans for the Town of Lake Park.

We understand your desire to prepare an updated inventory of all existing swale planting within the municipal limits that can be integrated into the Town's mapping system. JMorton Planning and Landscape Architecture will provide plan documents which work to implement the Client's vision to inventory all existing swale planting within the municipal limits of the Town of Lake Park.

The following proposal is divided into tasks and materials under a Preparation or Representation group. Generally, **Preparation** entails the preparation of documents and/or materials for review. Likewise, **Representation** entails such things as coordination, correspondence and attendance at meetings and/or conference calls.

Should you have any questions regarding this proposal, please contact our office. We look forward to working with you on this project and future developments.

Sincerely,

**JMorton Planning & Landscape Architecture, Inc.**



Jennifer L. Morton, PLA, LEED AP  
LA 0001666



## PROPOSAL FOR PROFESSIONAL SERVICES

### for Swale Planting Inventory

#### Section I: Approval Overview and Schedule

#### Landscape Design Services

- 1. Preparation of Landscape Inventory Plan \$48,950**
  - Preparation of base maps from the aerial plans as available from internet sources and/or as provided by the client, supplemented with notes or sketches from site visits.
  - Locate all trees and palms regardless of size or species with a sub-meter accuracy GPS unit that are located within the roadside swales (between existing sidewalks and street edge) on all streets and roads as listed in the attached Exhibit A.
  - No tree tags or survey tape will be applied to any of the trees or palms.
  - All trees and palms in the assessment area(s) will be provided a number, identified by species, size determined according to diameter at breast height (DBH) for trees, and grey wood (GW) height for palms.
  - A basic condition assessment of each tree and palm will be provided in terms of percent out of 100 according to visual health and structure at the time of the survey.
  - Report summarizing inventory findings with recommendations to remedy non-conforming plant findings.
- 2. Preparation of Swale Tree Guidelines \$6,500**
  - Preparation of descriptive language and/or illustrations as required to define the swale tree planting requirements for inclusion in the Town of Lake Park land development code.
  - Attendance at one (1) progress meeting with consultant team and/or government representatives to review the draft code language and make any changes prior to preparation of the final planting requirements.
- 3. Preparation of Master Plant List \$3,500**
  - Preparation of a master plant list of preferred material from the owner supplied plant list for use as reference material and a visual aid.
  - These plans will depict an overall list of species types and photographic image.
  - Preparation of final plant schedule and plant image boards identifying the plant species by common name and botanical name.
- 3. Representation of All Plans \$6,250**
  - Attendance at three (3) progress meetings with consultant team and/or government representatives to discuss information pertinent to project (includes all project

coordination discussions). Total Project Manager hours for progress meetings not to exceed 25 hours.

#### 4. **Deliverables**

- Tree or palm identification number, common name and botanical name of each tree and palm, DBH of each tree or GW height of each palm in spreadsheet format.
- Tree overlay onto an aerial map as part of the AutoCAD (DWF) file.
- Master plant list of the Town's preferred swale plants.
- Image board of the Town's preferred swale plants.
- Report summarizing inventory findings with recommendations to remedy non-conforming plant findings.
- Tree planting guidelines for inclusion into the land development code.

#### **PROPOSAL TOTAL**

**\$65,200**

*Please note: Preparation of materials and submittals outside of this Scope are considered hourly work and will be billed under the Representation portion of the contract.*

#### **Retainer**

A retainer in the amount of **\$9,800** is required by our office along with the signed proposal prior to commencement of any work on this project. This sum will be retained until the completion of the project to assure payment.

#### **Fees**

This fee estimate is valid for ninety (90) days from the date of this proposal.

The above fees do not include the fees of other professionals or regular reimbursable expenses such as prints, sepias, mylars, travel expenses including mileage, photographic work, etc. Such expenses shall be billed at the rate of cost plus an additional 15%.

Fees billed shall become due and payable upon client receiving said invoice. Unpaid bills shall bear interest at a rate of eighteen percent (18%) per annum, commencing thirty (30) days after the invoice date until date paid. In the event legal action is required to collect past due fees, JMorton Planning & Landscape Architecture shall be entitled to recover all reasonable attorney fees and costs including appeal.

#### **Payment**

JMorton Planning & Landscape Architecture requires payment for all services rendered within thirty (30) days of the invoice date as specified above. If payment for services rendered is not received within thirty (30) days, a Stop Work Order will be issued for your project and no professional services or representation will be conducted by our firm until your account is paid in full.

### **Marketing**

JMorton Planning & Landscape Architecture retains the right to post a marketing/information sign on the subject property.

### **Additional Work**

The Scope of Services which is identified under this proposal as being included with the fee schedule cannot contemplate certain elements which are not controlled by our firm. The changes created by our clients, by governmental agencies, or yet a third entity which is beyond control of our firm, are not included in this proposal and are considered additional work. The following are some examples of items which are included in the proposal and those that are not:

Items included in this proposal are as follows:

- Documents and drawings for a complete application to a listed governmental agency if noted under Scope of Services.
- Attendance and representation at the number and types of meetings described under Scope of Services.

Items **not** considered as part of this proposal are as follows:

- Additional revisions to drawings above the number listed in this proposal.
- Preparation of revisions to documents after governmental submittal or changes requested by client, governmental agencies or third entities that are not listed as code requirement.
- Revisions to documents based on Conditions of Approval placed on a project.
- Attendance at additional meetings, site observation, public hearings, or other events, which are not specified in this proposal.
- Preparation of additional documents, drawings or coordination with other professionals is not considered part of this proposal.
- Preparation of revisions to drawings based on incomplete information being provided by client or other consultant, or changes in the project program.



Swale Planting Inventory  
May 9, 2022  
Revised June 16, 2022

Page 5

If the terms of this proposal are acceptable, please sign below and return to our office as soon as possible.

---

Signature / Title

---

Date

---

Company

---

Mailing Address

---

Email for Billing

---

Email for Correspondence

Jennifer L. Morton, PLA, LEED AP  
LA 0001666

# Town of Lake Park Stormwater Masterplan Update Executive Summary



Town of Lake Park, FL  
535 Park Avenue  
Lake Park, FL 33403  
October 1, 2021



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## Section 1 Introduction

### 1.1 About the Town of Lake Park

The Town of Lake Park, originally founded as Kelsey City in 1923, was the first zoned municipality in Florida. The town contains 2.5 square miles of property, 2.2 square miles of dry land, and has a population of approximately 8,155.

Figure 1-1 includes an exhibit of the Town of Lake Park limits underlain with a 2019 Aerial photo.

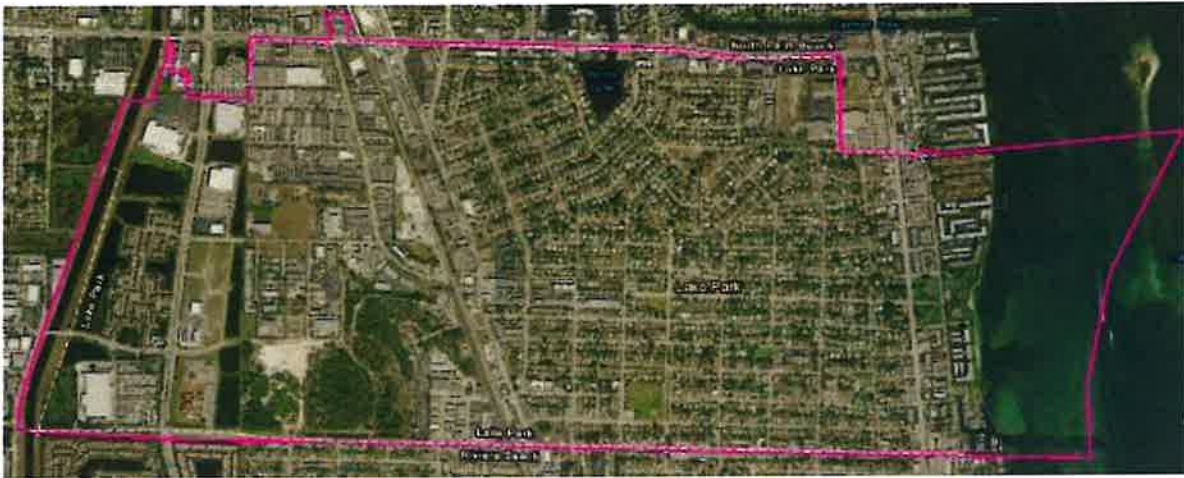


Figure 1-1 Town Limits of the Town of Lake Park, FL (2019)

### 1.2 Previous Stormwater Masterplan Updates

The Town's existing stormwater drainage system predominantly consists of grassed swales within the Right of Way for conveyance of excess runoff to roadside ditch bottom inlets. Discharges are either exfiltrated or conveyed to one of 14 major outfalls located on the Lake Worth Lagoon (Intracoastal Waterway) and the C-17 Canal. The original Town of Lake Park Stormwater Masterplan was created in 1980, with updates made in 1993 and again in 1996. Since the last update, the failure rate of existing drainage infrastructure has accelerated. In 2018, the town determined further updates were required to repair and/or replace existing stormwater assets and to identify opportunities to implement new infrastructure and incorporate low impact development (LID) stormwater management strategies.

### 1.3 2019 Stormwater Master Plan Update Goals

The 2019 Stormwater Masterplan (SWMP) update is intended to provide the Town with a strategy for addressing aged stormwater assets and capacity deficiencies over the next 20 years. As a seaside town, the strategy will also account for climatic variables such as projected sea level rise related to global warming.



The SWMP update will also utilize Green Infrastructure planning approaches and Low Impact Development (LID) Best Management Practices (BMPs) for stormwater management. Green infrastructure methods include the use of bio-retention, rainwater harvesting, and infiltration systems of varying size and configuration, in combination with traditional conveyance and end of pipe infrastructure.

#### **1.4 Stormwater Masterplan Activities**

In developing the 2019 SWMP update, the town identified eight (8) activities which analyze the town's stormwater management infrastructure and flood control strategies, and their impact on the town's financial health and economic development.

1. Collection and Cataloguing of Previous and Current Datasets
2. Performance review of the town's NFIP Community Rating System (CRS)
3. Public Outreach and Communication Plan for SWMP improvements
4. Assessment and Mitigation Plan for Climate Change Impacts
5. Review of Stormwater Operations and Maintenance (O & M) Program
6. Hydrologic and Hydraulic Modeling Analysis of Stormwater Management System
7. Analysis and Identification of Rehabilitation Alternatives for potential Nuisance, Storm Event, and Climate Change Flooding.
8. Analysis and Assessment of Stormwater Utility Fee, ESU Calculation, and Stormwater Utility Program Funding Opportunities.

## **Section 2 Data Collection and Management**

### **2.1 Data Collection**

Development of the Stormwater Masterplan requires the acquisition of topographic, hydrologic, and geologic data, as well as physical stormsewer system data. The data collected was acquired from the Town of Lake Park and other regional, state, and federal agencies, including:

- Palm Beach County
- The Northern Palm Beach County Improvement District (NPBCIDP)
- The South Florida Water Management District (SFWMD)
- The Florida Department of Transportation (FDOT)
- The Florida Department of Environmental Protection (FDEP)
- US Army Corps of Engineers (USACE)

- US Department of Agriculture (USDA)
- National Oceanic and Atmospheric Administration (NOAA) / U.S. Department of Commerce
- Federal Emergency Management Agency (FEMA) / U.S. Department of Homeland Security
- US Environmental Protection Agency (USEPA)

## 2.2 Data Cataloguing

### Physical Stormsewer System Data

In 2019, Calvin Giordano and Associates, Inc. (CGA), developed an asset inventory of the Town's existing drainage infrastructure. CGA provided the town with Digital AutoCAD files, a GIS Map package, and an Excel Tabular database. WRMA noted the following:

- The map data and the tabular data had some minor inconsistencies.
- The Town's existing drainage system consists of approximately 10.6 miles of stormsewers and 589 hydraulic structures, with drainage pipes ranging in size from 8-inch to 72-inch in diameter.
- The structure asset identification system follows a 14-digit format that may be cumbersome for asset management purposes.
- Some inconsistencies in the physical survey of the stormwater sewer infrastructure may be due to a lack of available as-built drawing information.
- A detailed review of the Town's stormsewer system data was performed and selectively field verified for accuracy.

The US Highway 1 corridor through the Town of Lake Park jurisdiction extends from Palmetto Drive to Silver Beach Road for a length of 0.77 miles. The corridor right-of-way is served by a dedicated stormsewer system of inlets and storm sewers discharging through the Town's 72" RCP outfall to the Lake Worth Lagoon, located between Cypress Drive and Date Palm Drive.

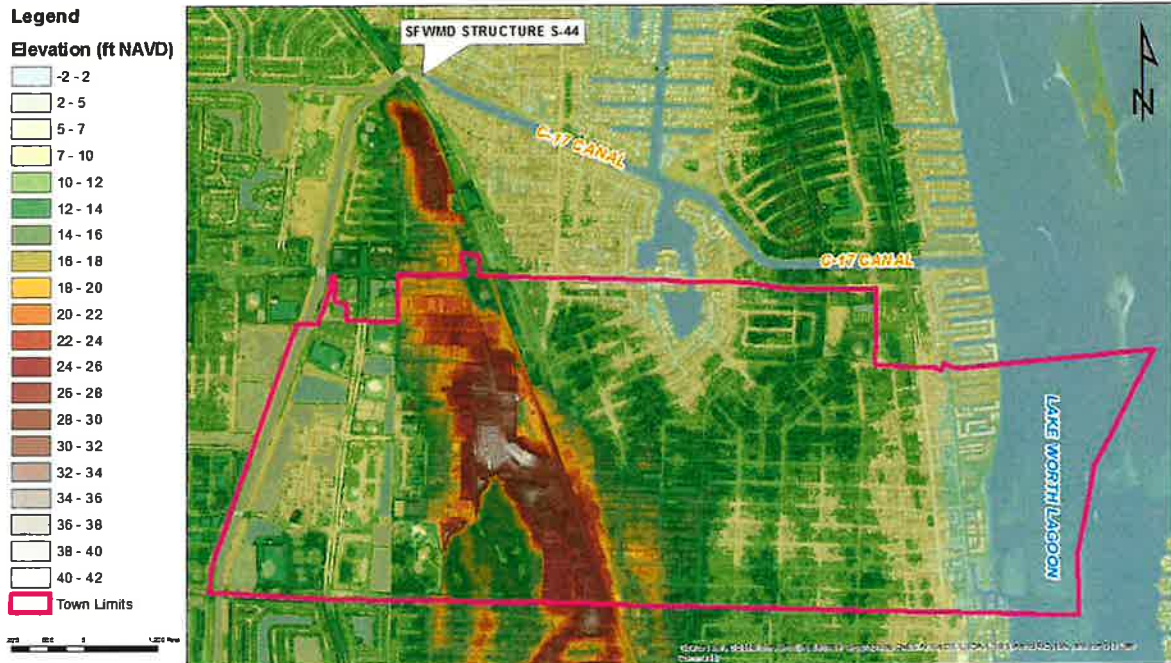
The US Highway 1 drainage system consists of 0.93 miles of stormsewers and total of 41 Structures in the right-of-way (inlets and catch basins).

## 2.3 LiDAR Topographic Data Management

The Palm Beach County LiDAR database was acquired from the Palm Beach County GIS department and utilized to create a Town wide Digital Elevation Model for the purpose of performing 2-Dimensional

TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT  
STORMWATER MASTERPLAN  
EXECUTIVE SUMMARY

Hydraulic Modeling of the Town's stormsewer system. **Figure 2-1** shows the topographic range of elevations for the Town of Lake Park developed using the Palm Beach County LiDAR data.



**Figure 2-1 Digital Elevation Map of the Town of Lake Park based on 2018 PB Co. LiDAR Data**

## 2.4 Hydrologic and Hydraulic Model Parameterization

WRMA identified data input parameters required for the development of the ICPRv4 Hydrologic and Hydraulic Model. These include:

### *Watershed Boundaries*

Watershed boundaries are typically determined by the rainfall catchment area that contributes runoff for transport and discharge through the Town's stormwater management system.

### *Drainage Basin Delineation*

Previous stormwater masterplan studies completed in 1986 and 1996 identified and mapped 26 separate basins within the Town's boundaries. Adjustments to the current drainage basin boundaries were made based on the 2018 detailed LiDAR elevation data. Sub-catchments within each basin were also defined to provide a higher level of detail based on the location of inlets throughout the Town.

***Areas of Known Flooding***

FEMA Maps #12099C0387F (Panel 387) and 12099C0391F (Panel 391), with effective dates of October 6, 2017, include the Town's flood hazard zone area designations.

Flood hazard areas depicted on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA areas are defined as the area that will be inundated by the flood event having a 1% chance of being equaled or exceeded in any given year. The 1% annual chance flood is also referred to as the base flood or 100-year flood.

***Characteristics of Land Cover***

There are approximately 1,116 total acres or 1.74 square miles contained within the corporate Town limits. Water areas constitute a 0.8% of the total area. The Town of Lake Park is considered built-out to approximately 84% of the corporate area. Only 16% of the total area is vacant and potentially available for future development.

**Other data collected include** *GIS Map Datasets, Design Storm Rainfall Data, Soil Data, and Geologic Data.*

**Section 3 NFIP Community Rating System Overview****3.1 Current Program Activities**

A review of the town's 2017 Digital Flood Insurance Rate Map Floodplain Management Plan Update and the current CRS Program was performed. The objective of the review was to provide technical support and expert guidance to maximize the Town's CRS classification. By accumulating additional CRS points, the town can achieve a lower (or better) rating. Key opportunities for obtaining additional CRS points were identified. Development tasks within the Stormwater Masterplan Update provide key opportunities to maximize CRS points.

**3.2 Background**

Communities participating in the CRS program commit to enforcing minimum floodplain management standards. The CRS Program recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. The CRS recognizes 19 creditable activities, organized under four categories: Public Information, Mapping and Regulations, Flood Damage Reduction, and Flood Preparedness.



Accumulation of credit points determine a community's CRS classification. Flood insurance premium rates are reduced as the Community's CRS classification decreases (from 10 down to 1) with a rating of 1 being the "best" and resulting in the highest flood insurance premium reduction. There are a total of ten CRS classes. Class 1 requires the most credit points and gives the largest premium reduction. Class 10 provides no reductions in premiums. **Table 3-1** below shows the CRS class levels, corresponding credit points, and premium reductions percentages.

**Table 3-1 NFIP Community Rating System - Class Summary**

Class	Credit Points	Insurance Premium Reduction	
		SFHA *	Non-SFHA **
1	4,500+	45%	5%
2	4,000 – 4,499	40%	5%
3	3,500 – 3,999	35%	5%
4	3,000 – 3,499	30%	5%
5	2,500 – 2,999	25%	5%
6	2,000 – 2,499	20%	5%
7	1,500 – 1,999	15%	5%
8	1,000 – 1,499	10%	5%
9	500 – 999	5%	5%
10	0 – 499	0%	0%

\*Special Flood Hazard Area

\*\*Preferred Risk Policies are available only in X zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies.

### 3.3 Town of Lake Park FEMA Floodplain Maps

FEMA flood zones are flood risk areas identified on the digital version of the Flood Insurance Rate Map (DFIRM). The FEMA DFIRM is used by lenders and insurance companies when evaluating whether borrowers are required to purchase flood insurance. Flood insurance is mandatory for properties in high-risk zones if owners have federally backed mortgages through Fannie Mae or Freddie Mac.

In October 2017, FEMA updated the Town's Special Flood Hazard Areas (SFHA's) as part of a Countywide Flood Insurance Study (FIS) for Palm Beach County. New DFIRMS were prepared using high accuracy LiDAR mapping data. FEMA Maps #12099C0387F (Panel 387) and 12099C0391F (Panel 391) include the Town's revised flood hazard zone area designations (**Figure 3-3** and **Figure 3-4**).

TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT  
STORMWATER MASTERPLAN  
EXECUTIVE SUMMARY



Figure 3-3 FEMA Flood Insurance Rate Map - Western Portion of Town (2017)

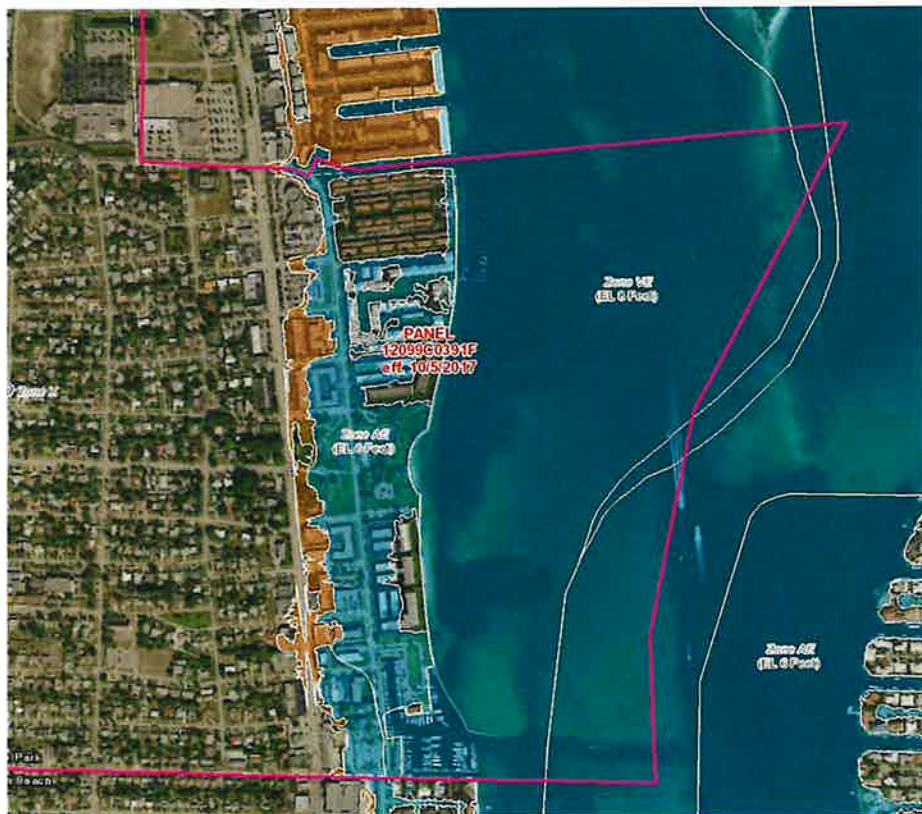


Figure 3-4 FEMA Flood Insurance Rate Map - Eastern Portion of Town (2017)

### 3.4 CRS Program Participation Compliance Review

Since 1978, the Town of Lake Park has been a voluntary participant in the CRS. The Town's current CRS classification is 8, which provides for a 10% insurance premium reduction for residents within a special flood hazard area (SFHA) and 5% for non-SFHA areas. Currently, the Town's goal is to accumulate enough credit points to qualify for a classification of 7 or lower with the implementation of the Stormwater Masterplan and inherent CRS activities. The CRS class upgrade will provide for an additional 5% flood insurance premium reduction for all policies issued within Special Flood Hazard Areas.

## Section 4 Outreach and Communication

### 4.1 Background and Purpose of SWMP Outreach Plan

The primary objectives of the Stormwater Masterplan Update are to inform, educate, cooperate, and collaborate with the stakeholders throughout the Town. The purpose of the Outreach & Communications activity is to identify and engage stakeholders, and to establish the goals, activities, and expectations for involving stakeholder groups in the development of policies specifically relating to stormwater management, flood control, and water quality.

### 4.2 Framework of the Outreach and Communication Plan

The Town of Lake Park Outreach and Communication Plan is an element of the Stormwater Masterplan (SWMP) update, which maximizes the involvement of the public in the development and implementation of:

- Town Policies and Ordinances relating to Stormwater Management and Flood Control;
- Aiding town staff in the development of Stormwater Improvement Projects;
- Identifying and collecting information on flood prone areas; and
- Promoting sustainable Green Infrastructure and Low Impact Development (GI/LID) practices.

The town's *FMP Planning Committee*, known as the "Steering Committee", conducts outreach efforts based on the guidelines in FEMA's CRS Program Manual. The Committee's primary directive is to plan, organize, and conduct meetings or presentations to neighborhood councils, providing information on stormwater management and floodplain management activities, as well as providing opportunities to receive community input.

### 4.3 Outreach Plan Activities

- Flood Preparedness and Climate Change Awareness Public Surveys
- Development of Educational Materials and Events
- Public Outreach Meetings and Open Houses
- Local and Regional Stormwater Partnerships
- Website and Social Media Presence

### 4.4 Outreach Plan Implementation

#### Stormwater Policy "Steering" Committee

The town elected to consolidate the SWMP Technical and Policy Committees into a single committee. The single committee, known as the *Town of Lake Park Stormwater Policy Committee*, will be referred to as the Steering Committee (SC). It is composed of five members who will serve for the duration of the SWMP project update (completion projected sometime in the third quarter of 2020). The members of the steering committee were selected to represent a cross-section of views and interests within the town, coordinating SWMP Efforts with Stakeholders. The members are:

1. Chairman: Richard Scherle, Public Works Director
2. Vice Chairman: Dena Davis (Stakeholder)
3. CFM Consultant: Raul Mercado, PE, CFM (WRMA)
4. Planning Official: John D' Agostino, Town Manager
5. Stakeholder Participant: Ronnie L. Cohen

## Section 5 Climate Change & Sea Level Rise Assessment

### 5.1 A Changing Climate

Climate stressors such as increasing temperatures, changing precipitation patterns, and extreme weather events are already affecting the environment of urban and agricultural communities. As the climate continues to change, communities may experience periods of drought and water shortages, and more frequent heavy precipitation events. At current greenhouse gas emission levels, the earth's temperature is projected to rise by 2.5 to 7.8 degrees Celsius by the end of this century. Human activities, including the release of Carbon Dioxide (CO<sub>2</sub>) and other greenhouse gases into the atmosphere have an impact on the climate. Changes in rainfall and other forms of precipitation will be one of the most critical factors



determining the overall impact of climate change. **Figure 5-1** details the projected changes in climate over the next forty years based on the current rate of CO<sub>2</sub> emissions.

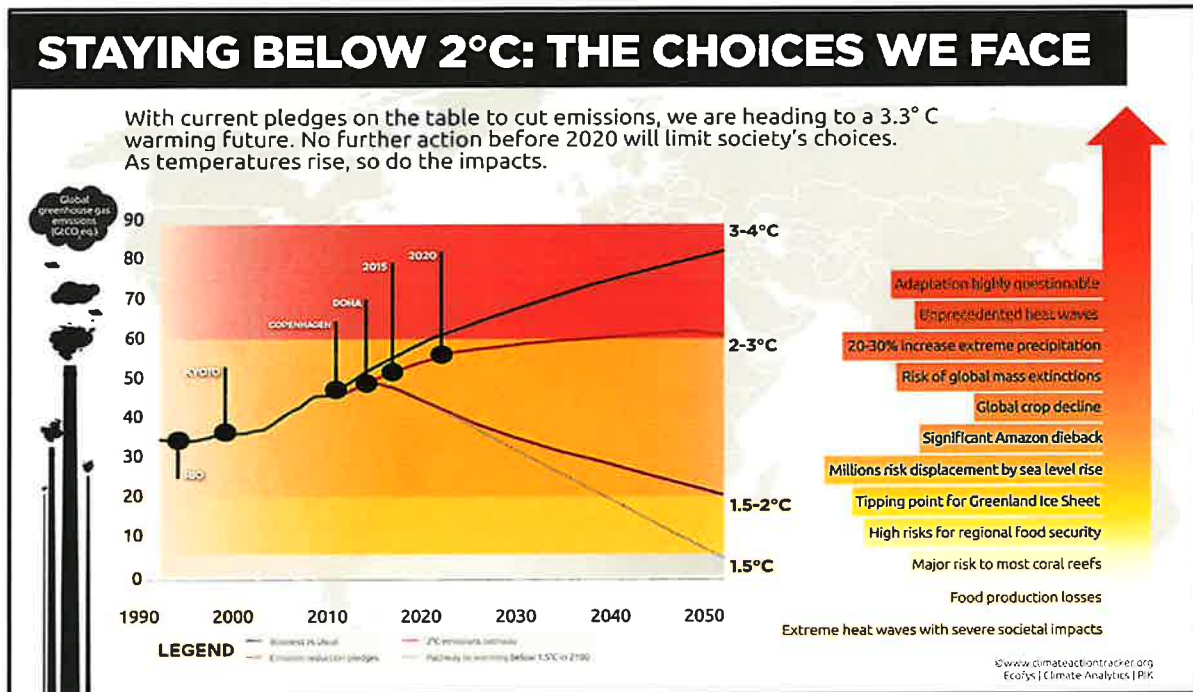


Figure 5-1 Climate Warming Trend (Source: Ecofys/Climate Analytics)

## 5.2 Climate Change and Stormwater Management

Connecting climate change impacts to stormwater management, with the goal of increasing *resiliency* to major storm events, requires a *Vulnerability Analysis* to assess the effectiveness and longevity of the Town's stormwater infrastructure as it relates to climate change stressors and sea level rise. The concept of *Risk* in a resilience assessment involves the consequence of a climate threat. Defining Vulnerability and Risk within a resiliency framework supports development strategies in stormwater master planning.

The U.S. Climate Resilience Toolkit is a website designed by the Federal Government to help people find useful information and subject matter related to climate change resilience. The toolkit recommends a five-step approach to assess a community's resiliency to climate change stressors. For the purpose of the Town's Stormwater Management Plan Update, a modified version of the Toolkit was applied as follows:

1. Assess Climate Change Hazard Exposure for Stormwater Management.
2. Assess Vulnerability and Risks of Exposed Stormwater Management Assets.
3. Perform Adaptation Assessment for each threat.

### 5.3 Climate Change Hazards for Stormwater Management

#### Climate Change Threats (*Hazard Stressors*)

Table 5-1 includes the types of natural flood hazards expected to be exacerbated by climate change that will affect the Town's stormwater management infrastructure.

Table 5-1 Flooding Hazards by Type & Exposure Level

Flooding Hazard	Source of Identification and Quantification	Exposure Type and Level of Hazard				
		Private Assets	Natural Area Assets	Government Assets	Critical Facilities	Road Assets
Nuisance Flooding, Runoff & Erosion	Throughout Town	Yes/Low	Yes, Low	Yes/Low	Yes/Low	Yes/High
Regional Canal Flooding	C-17 Canal/ Earman River	Yes/High	Yes/Low	Yes/Low	Yes/Low	Yes/High
Coastal Storm Surge Flooding	Atlantic Ocean Lake Worth Lagoon	Yes/High	Yes/Low	Yes/Low	Yes/High	Yes/High
Coastal Sea Level Rise	Atlantic Ocean Lake Worth Lagoon	Yes/High	Yes/Low	Yes/Low	Yes/Low	Yes/High

#### Exposure Analysis of Nuisance Flooding, Runoff and Erosion Threats

The threat of nuisance flooding (urban flooding), runoff, and erosion includes events caused by extreme or heavy precipitation that results in minor flooding or erosion from runoff. NOAA defines nuisance flooding as events that overwhelm stormwater infrastructure and result in inconveniences, such as road closures and damage to infrastructure. Two examples of localized ponding are provided in **Figure 5-4**. Town of Lake Park flooding locations are shown in **Figure 5-5**.



Figure 5-4 Flooding at 2nd Street & Evergreen Drive, and at 4th Street & Evergreen Drive

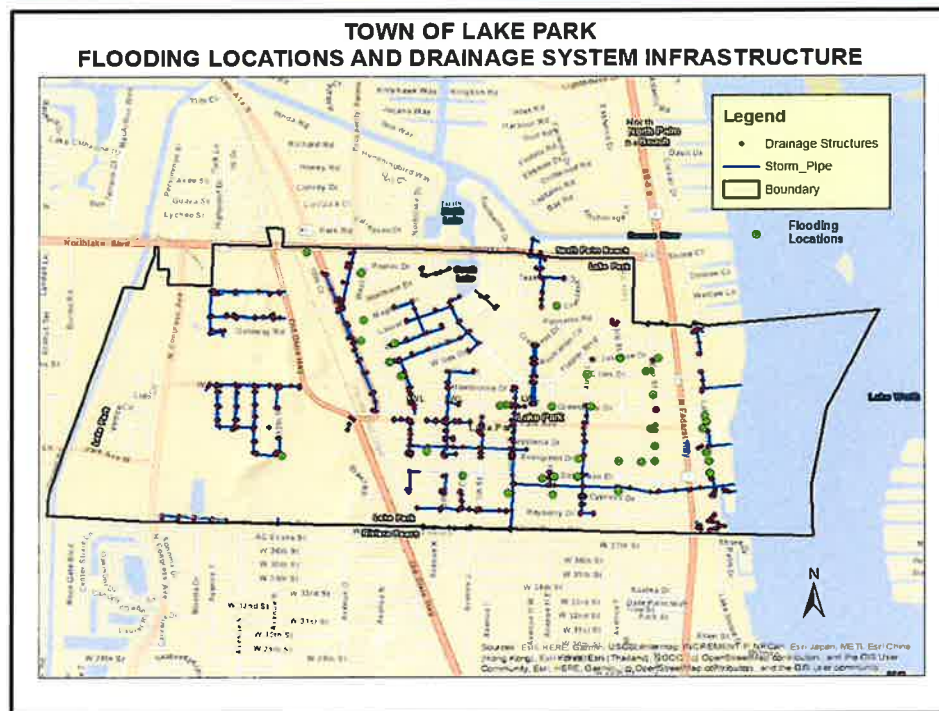


Figure 5-5 Nuisance Flooding Locations

Sources of nuisance flooding can be traced to the following occurrences:

#### *An Underperforming Stormwater Management System*

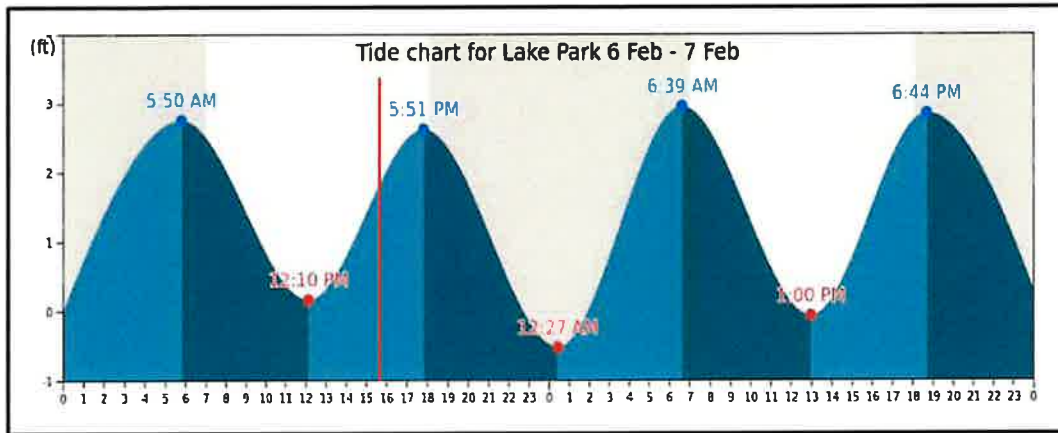
These are systems that lack downstream hydraulic capacity to pass through or discharge runoff volumes from entering inlets, stormsewers, and road culverts. The lack of capacity produces a “Backwater” pressure effect that results in inlet surcharge and surface ponding. **Figure 5-6** shows a typical inlet surcharge at Ilex Street.



Figure 5-6 Inlet Surcharge at Ilex Street

*High (King) Tides / Sunny Day Flooding*

Nuisance flooding is also associated with coastal tidal flooding (Sunny Day Flooding) during extreme (King) tide events in the fall and/or as induced by Sea Level Rise. This type of nuisance flooding is observed in low lying coastal areas with an average topographic elevation of 2 to 4 feet NAVD. **Figure 5-7** shows the minimum and maximum depths (above mean sea level) for the Town of Lake Park on February 6-7, 2019. A maximum tide depth of 2.76 feet was experienced at 5:50 AM on February 6, 2019.



**Figure 5-7 Tide Depth Ranges at Town of Lake Park**

The elevation of Lake Shore Drive along the eastern boundary of the Town adjacent to the LWL varies between 2 and 4 feet NAVD. Inlets along the road and at canals will experience shallow flooding as shown in **Figure 5-8**.



**Figure 5-8 High Tide (SLR) Flooding Along Lake Shore Drive**



**Potential Risks Due to Nuisance Flooding, Runoff, Erosion Threat**

Risk involves the likelihood and consequence of a climate threat such as Nuisance Flooding. Likelihood involves assessing the frequency and duration of the type of rainfall events responsible for localized flooding. The Annual Exceedance Probability (AEP) for a 2- year storm event is approximately 50%, and less than 10% for a 10 to 15-year storm event. This means that risk of Nuisance Flooding in the Town of Lake Park is approximately 50% of the time for storm events of less than 2 inches, and very infrequently for storm events of less than 4 inches.

**Measures for Identifiable & Quantifiable Risks Due to Nuisance Flooding**

As warming trends indicate, Climate Change will affect the increased intensity of rainfall in the Town of Lake Park.

Runoff is a function of imperviousness as rainfall that cannot infiltrate impervious surfaces such as pavement and driveways will “runoff” from the site. A measure of adaptation to the impending warming trend and higher rainfall intensity stressors is the reduction (or conversion) of impervious areas to pervious “green areas”.

This Climate Change-based stormwater management approach retains on-site small storm events in an attempt to simulate pre-development runoff conditions. *This approach is referred to as Low Impact Development (LID) or Green Infrastructure (GI) for stormwater management* and is an integrated approach that uses site planning and small engineered stormwater controls spatially distributed throughout a development site to capture stormwater runoff at the location or vicinity of its origination. This includes the use of Bio-detention/Bio-retention filters, landscaped (green) roofs, rainwater cisterns, constructed wetlands, underground infiltration chambers and infiltration trench BMPs for stormwater control. Even small, decentralized stormwater management practices like *rain gardens* can make a substantial cumulative difference to the resiliency of an urban watershed.

GI/LID BMPs are a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project’s design, especially its landscaping and open space.

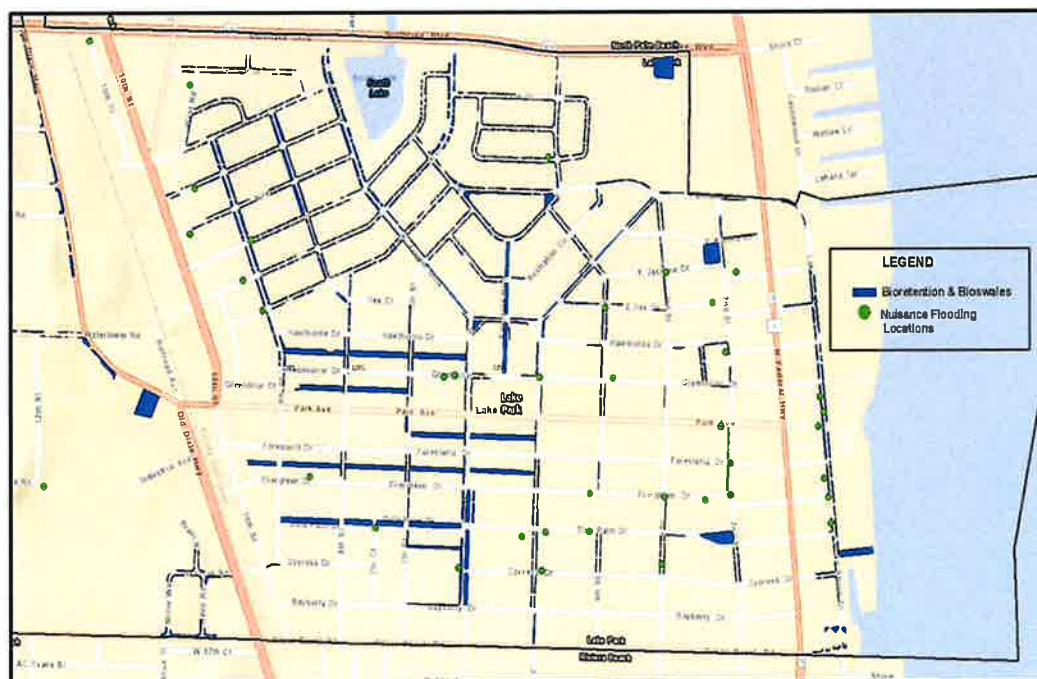
The long-term adaptation practice for the Town of Lake Park entails the Town-wide implementation of GI/LID BMP’s. These will include:

- Home Site Level: Rain Barrels and Rain Gardens
- Commercial/Light Industrial Sites: Bio-detention/Bio-retention, Pervious Pavement
- Road/Parking Lot Sites: Bio-Swales, Underground Storage/Infiltration Chambers
- Building Sites: Green Roofs

**Figure 5-13** shows the proposed use of roadside swales for 5% of all Town Right-of-Ways as a function of the nuisance flooding locations and drainage system.

The placement of roadside bio-swales will significantly reduce the frequency and occurrence of nuisance flooding as roadside runoff will be captured in the bio-swales prior to entering the stormsewer system for downstream conveyance. It is also proposed to encourage the implementation of rain gardens at the private lot site level. The Town is leading by example through the planned use of rain gardens at the historical Town hall Building along Park Avenue.

A Town Stormwater Masterplan Steering Committee (SC) is in the process of implementing an Outreach Plan that includes the dissemination of Climate Change, Green Infrastructure literature and will also undertake public presentations to encourage the use of rain gardens at the home-site level.



**Figure 5-13 Proposed Town-wide Roadside Bio-swales Plan**

The C-17 Canal is utilized as a major stormwater discharge canal. Excess water in the C-17 Basin is discharged into the Earman River tidewaters and the Lake Worth Lagoon through the S-44 Salinity Control Structure. Climate change-based warming trends and increasing precipitation intensity in the watershed area may result in increased discharges and larger peak flows. Furthermore, the Earman River is subject to tidal fluctuations from the LWL. Increasing Sea Level Rise may also result in higher tail-water controls at the S-44 saline water control structure. Consequently, a higher threat of flood stages can be expected. **Figure 5-14** shows the C-17 canal watershed and the Town of Lake Park boundaries.



Although the Town of Lake Park has not experienced a flood of a 100-year event magnitude to date, the risk of the C-17 Canal overtopping does exist and may increase as a consequence of long-term warming trends and increased rainfall intensities. To address this Risk, the town is enhancing the C-17 Canal Banks and Berms.

The Town of Lake Park eastern boundary is situated along 0.8 miles of the Lake Worth Lagoon (LWL). The LWL is part of the Intracoastal Waterway separating Singer Island from the Atlantic Ocean. The Singer



Barrier Island and the LWL Estuary are directly exposed to tropical and subtropical storm events. A surge forms when strong winds over the ocean combine with low pressure to drive water onshore. Storm surges can produce sea levels much higher than normal high tide, resulting in extreme coastal and inland flooding.

#### Potential Risks for Coastal Storm Surge Flooding

The most frequent potential risks associated with Tropical Storms and Hurricanes are high intensity winds. However, "storm tides" storm surges can also cause tremendous damage. If they coincide with high tide, storm surges can raise water levels by as much as 20 feet or more above mean sea level.

Coastal surge storm events can have a direct impact on the stormwater management system as it affects all coastal outfalls. The National Flood Insurance Program (NFIP) has mapped the potential from flooding due to coastal storm surges.

These areas are shown on FEMA's Flood Insurance Rate Maps (FIRMS) published as part of the Palm Beach Countywide Flood Insurance Study (FIS). Coastal surge inundation can also impact key town infrastructure including roads, utilities, fire protection and medical facilities (hospitals). **Figure 5-19** shows the FEMA 2019 updated coastal flooding, designated as "V" zones, along the ocean and as SFHA's "AE" along the LWL. Coastal surge inundation can also impact key Town infrastructure including roads, utilities, fire protection and medical (hospital) facilities.



Figure 5-19 2019 FEMA Coastal SFHA's



### Exposure Analysis for Coastal Sea Level Rise Flooding

The National Oceanic and Atmospheric Administration (NOAA) indicates that the sea has risen about half a foot since 1970. Sea levels are expected to continue to rise. According to the Southeast Florida Regional Climate Change Compact guidelines, in the short-term, sea-level rise is projected to be 36 inches by 2060 (above the 1992 mean sea level). In the long-term, sea-level rise is projected to be 31 to 61 inches by 2100. For critical infrastructure projects with design lives in excess of 50 years, use of the upper curve is recommended with planning values of 34 inches in 2060 and 81 inches in 2100. **Figure 5-23** shows the Sea Level Rise Progression through 2060.

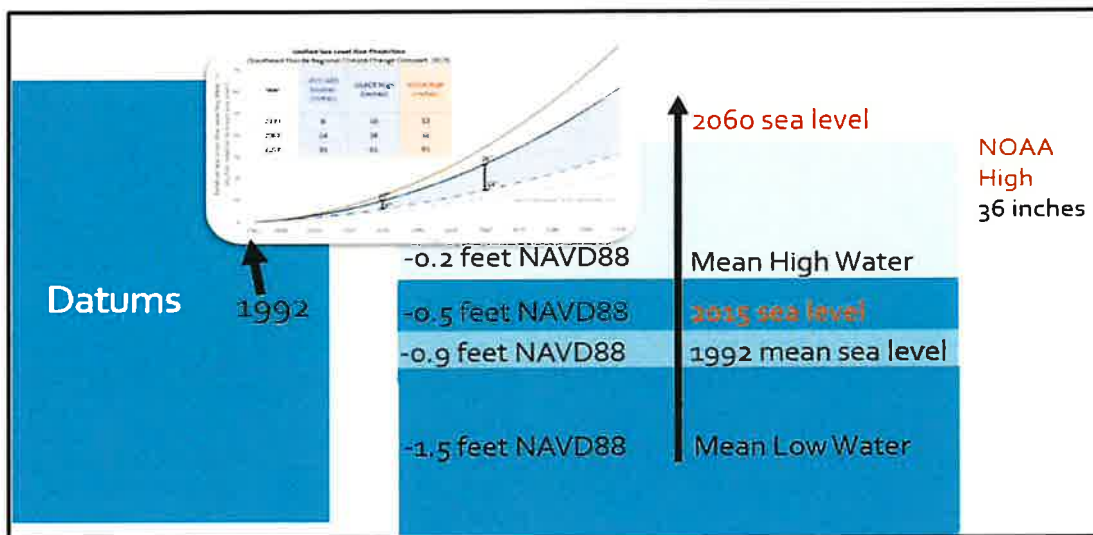


Figure 5-23 Sea Level Rise Progression Through 2060

### Potential Risks for Coastal Sea Level Rise Flooding

SLR inundation is often confined to marginal areas of properties, impacting existing drainage infrastructure. The Lake Shore Drive ROW area and commercial and multi-family (condominium buildings) parking lots will be at risk of flooding with potential for first floor elevation flooding in older buildings and homes.

### Measures for Risks Due to Tidally Influenced Sea Level Rise Flooding

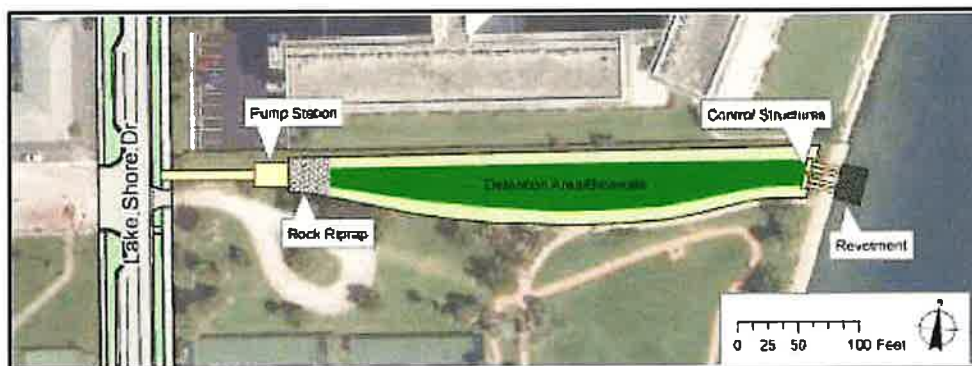
The SWMP addresses the need for resilience planning to adapt to SLR impacts, and the need to assess any existing stormwater infrastructure along the Town boundaries impacted by tides (South Lake and LWL outfalls), as well as the town's seawall. There is also a need to install in-line valves and/or pump stations to address the higher tide levels and inland flooding. There are three (3) outfalls to South Lake (Earman River) and eight (8) outfalls to the LWL, and three (3) to the C-17 canal. As part of the SLR Adaptation process, the town is implementing a project to provide flood relief to the Lake Shore Drive coastal areas

subject to SLR flooding. With funding assistance from the Florida Department of Environmental Protection (FDEP) and FEMA's Hazard Mitigation Grant Program (HMGP), the Town is in the final process of implementing the \$6.2 million Lake Shore Drive Drainage Improvement Project. **Figure 5-31** shows the project area.



**Figure 5-31 Lake Shore Drive Drainage Improvement Project**

**Figure 5-32** shows the SLR pump station site for the Lake Shore Drive Drainage Improvement project.



**Figure 5-32 Pump Station for Lake Shore Drive Drainage Improvement Project**

An additional adaptation project includes the retrofit of the 72" outfall. The Southern Outfall Drainage Improvement Project is under design and has been proposed for implementation funding to the Palm Beach

County Local Mitigation Strategy (LMS) group. FEMA has indicated that funding of this second costal SLR project is also viable in the FY2022 period. This project will also include a pump station to address future SLR.

The Town also applied and was successful in obtaining a grant from the Florida Resilient Coastlines Program to assess the vulnerability of the Town's system of bulkheads and seawalls along the LWL waterfront. The grant was used to perform a physical survey of the seawall to establish top elevations, and to assess the structural integrity of the seawall and bulkheads. The grant was also used to perform a detailed SLR inundation analysis using survey data and the latest (2017) LiDAR data from Palm Beach County.

**Figure 5-34** shows the location of the proposed seawall vulnerability assessment project in relation to the Lake Shore Drive Drainage Improvement Project.



**Figure 5-34 Proposed Seawall Assessment Project Location**

Other future proposed SLR Adaptation projects include the SLR Retrofit of three (3) additional outfalls to South Lake and the Earman River using In-line check valves. These project proposals will be developed in conjunction with the proposed C-17 Canal top of berm hardening project.



## Section 6 Operations and Maintenance (O&M) Program Review

### 6.1 Organizational Structure, Mission & Equipment

Stormwater operations and maintenance is a function of the Public Works Department. The Town of Lake Park Public Works Department is organized into seven (7) divisions to maintain the town's roadways, buildings, fleet, grounds, parks, and drainage infrastructure.

1. *Administration Division*
2. *Sanitation Division*
3. *Grounds Maintenance Division*
4. *Facilities Division*
5. *Vehicle Division*
6. *Streets and Roads Division*
7. *Stormwater Division*

The Town is responsible for and committed to operating and maintaining a storm sewer network, comprised of swales and stormsewer pipes with a wide range of diameter and material, as well as other infrastructure such as storm inlets, manholes, and outfalls.

Figure 6-1 shows the extent of the drainage system.



Figure 6-1 Town of Lake Park Stormwater/Drainage System by Basins



Stormwater O&M staff are deployed daily to perform scheduled activities, many of which are associated with NPDES MS4 permit compliance and are available 24 hours a day for emergency situations. Services provided by Stormwater O&M staff for MS4 permit compliance include, but are not limited to the following:

- Litter control programs;
- Street sweeping;
- Completion of various flood control and retrofit projects;
- Controls and programs to minimize water resource impacts resulting from application of pesticides, herbicides, and fertilizer;
- Prevention and enforcement actions for illicit discharges;
- Staff training on spill response;
- Inventory and enforcement (as needed) for high risk facilities;
- Controls and actions for reducing impacts from runoff for construction sites; and
- Staff training regarding various methods to prevent non-point source pollution.

In order to help meet its service commitments, the Stormwater Division staff has been provided with the following equipment to perform the assigned duties:

- 2009 Vac-Con Vacuum truck
- Tymco model 600 Street sweeper
- 2006 New Holland LS190 skid steer loader
- ¾ ton Chevy pickup truck
- 12' manhole ladder
- 2000-watt generator w/ confined space ventilation
- Miscellaneous electric power tools
- Miscellaneous hand tools

## 6.2 Recommended SOP's & Contracting Procurement Procedures for O&M

WRMA reviewed Standard Operating Procedures (SOP's) for stormwater system operation and maintenance applied by municipalities similar to the town's size, location, and resources, and compiled a list of SOPs that are recommended for adoption by the town's O&M Division. The SOP list is to be used as a resource and for adaptation of specific O&M issues.

### 6.3 Recommended Guidelines for O&M of Green Infrastructure-Based Drainage

The SWMP update will be based on the application of Green Infrastructure Low Impact Development (GI/LID) Best Management Practices. Low Impact Development (LID) is a planning and design approach that aims to mimic naturalized water balances. GI/LID BMPs include bioretention, biodetention, bioswales, rain gardens, pervious pavements, and green roofs.

### 6.4 O&M Stormwater Rehabilitation Practices Review

A review of town's repair and replacement rehabilitation program was performed including review of the process for acquisition of stormwater system condition assessment (CCTV) data. Condition assessment data acquisition and technical requirements have been developed as a part of the O&M activity of the SWMP in order to establish a standardized process for the collection of inspection and condition assessment data.

#### Condition Rating Scale and Use

Similar to the inspection process, the summary output from the inspections of an overall asset condition rating should be standardized. The overall linear asset condition score should take into account the number of defects identified, the type of defects and the severity of those defects. This is how the NASSCO system produces a condition rating for PACP and MACP inspections. The condition scores should be grouped into a condition grade classification that provide basic recommendation(s) for further action. **Table 6-3** provides a recommended condition rating scale; this scale is aligned with the NASSCO 1 to 5 rating scale.

**Table 6-3 Stormwater Pipe, Inlet & Manhole Asset Condition Rating Scale**

Condition grade	General description	Detailed description	Recommended inspection frequency <sup>a</sup>
0	New or excellent condition	Asset with no defects. No action needed.	No more frequent than the inspection cycle period
1	New or excellent condition	Asset with very few minor defects. Inspection frequency would be at the end of the planned system inspection cycle period.	No more frequent than the inspection cycle period
2	Good condition – minor defects only	Asset in good structural and maintenance condition but there are several minor defects or one or two more moderately severe defects. Inspection frequency could be 60 to 80% of the planned system inspection cycle period.	60-80% of inspection cycle period
3	Fair Condition – moderate deterioration	Defects have degraded to a moderate level and are affecting the performance of the asset. Could be a combination of a number of minor and moderate defects. Point repairs or maintenance could be required. Inspection frequency should be within a 3 to 5 year time frame.	3-5 years
4	Poor condition – significant deterioration	Several moderate defects and at least one or more major defects. Point repairs or maintenance may correct deficiency or may need more comprehensive repair or replacement such as lining. May need frequent maintenance. Inspection frequency should be within a 1 to 3 year time frame.	1-3 years
5	Failing or failed asset	Several severe defects are found in most sections of the asset. Replacement, comprehensive rehab, should be scheduled. Emergency repair may be required. Inspection frequency should be on a monthly basis and no greater than one year.	<1 year

## Section 7 Water Resources Engineering Modeling Science

### 7.1 Software & Model Selection

#### Model Methodology & Availability

The purpose of stormwater and water quality modeling is to mathematically predict natural processes. Models range from simple spreadsheets that predict a single process to complex simulations that predict multiple, inter-related processes, including performance of multiple BMPs.

The Town of Lake Park watershed is urban in nature and almost completely developed with residential, commercial, and light industrial land uses. Green or grassed areas are found along swales in wide (60 ft) right-of-ways and at a large park along the waterfront (Kelsey Park). This indicates that an urban-type hydrologic model is required for the development of the Town's stormwater masterplan.

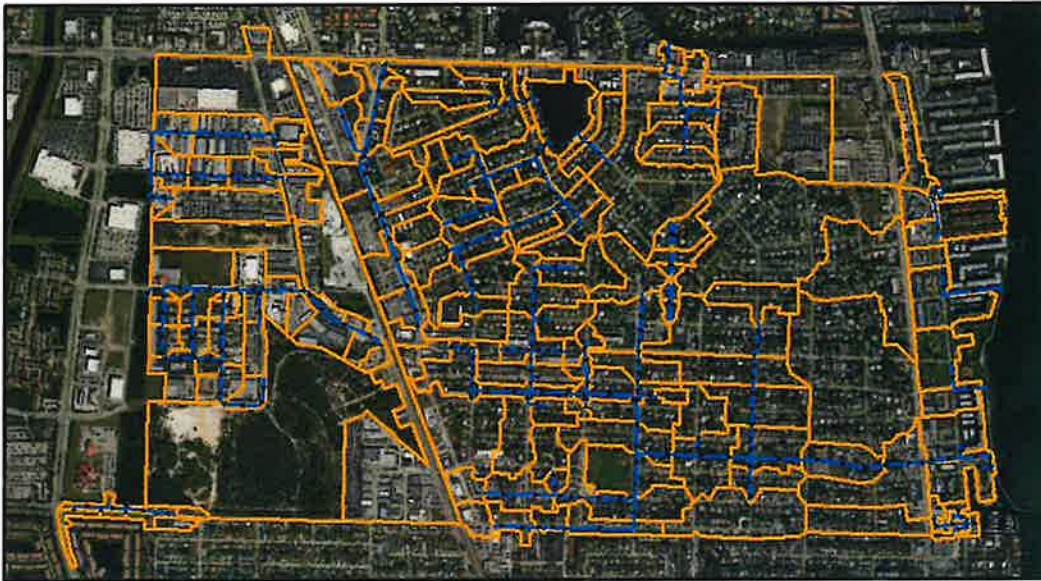
#### The Interconnected Pond Routing (ICPR 4) Hydrological/Hydraulic/Hydrodynamic Model

WRMA recommended the use of the ICPR4-2D model as a basis for development of the Town of Lake Park model. ICPR4-2D is an integrated surface/groundwater model that describes the unsaturated zone. ICPR-2D allows for detailed hydrodynamic simulation of wetlands, reservoirs, culverts, structures, gates, pumps, an interconnected network of canals, ponds, reservoirs, and wetlands such as found in the Town of Lake Park study area.

WRMA utilized the ICPR4-2D model for storm event 1 and 2D simulation to address flooding problems, and to develop a long-term, continuous basin-scale water budget/hydraulic model for studying water management during low, average, and high flow, and during extreme event conditions. This model will also be used to develop short- and long-term water management strategies to address current flooding issues and to meet the objectives of the Stormwater Management Plan.

#### Model Development Hydrology

New advances in digital topographic terrain mapping using high resolution Light Detection and Ranging (LiDAR) allows for the detailed breakdown of sub-catchment contributory drainage areas. Using the LiDAR DEM, WRMA used ArcHydro-based GIS techniques to delineate 174 new sub-catchments. The delineation methodology entailed the computation of a contributory drainage area to stormsewer pipes 15 inches or larger in diameter to obtain a manageable number of sub-basins. In this manner, drainage areas were created for most of the pipes in the Town's drainage systems. If there is a need to assess the capacity of a 12-inch diameter pipe, the sub-basin area can easily be updated or re-partitioned. **Figure 7-3** shows the updated sub-basin areas.



**Figure 7-3 Updated Basins for the Town of Lake Park**

The ICPR4 model was also run for specific storm events for the purpose of level of service (LOS) analysis. **Table 7-3** includes design storms depths to be based on simulations based on Atlas 14 Point rainfall estimates:

**Table 7-3 NOAA Atlas 14 Point Rainfall for Various Frequencies and Durations**

<b>Frequency / Duration</b>	<b>Rainfall (in)</b>
3-Year / 1-Hour	2.6
3-Year / 24-Hour	6.5
10-Year / 24-Hour	9.2
25-Year / 72-Hour	13.3
100-Year / 72-Hour	18.3
500-Year / 72-Hour	25.6

## **7.2 Water Quality Assessment**

### **NPDES/MS4 Permit Program**

The Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit allows a permittee to discharge stormwater from its stormwater collection and conveyance system into a receiving water owned by the state and/or federal government. The permit is issued with detailed requirements that are intended to reduce stormwater pollutant discharges into receiving water bodies.



### Program Goals

The Town of Lake Park must file a Cycle Assessment MS4 Plan and an MS4 SWMP Assessment Program Annual Results Report. The purpose of this assessment program is to provide information for the Town of Lake Park to determine the overall effectiveness of its Stormwater Management Program (SWMP) in reducing stormwater pollutant loadings from its Municipal Storm Sewer System (MS4) to receiving water bodies.

### Town of Lake Park Water Quality Monitoring Program

As a co-permittee of the Palm Beach County NPDES/MS4 permit program, the Town of Lake Park collects quarterly ambient water quality data throughout the Town at four (4) designated sampling sites.

As required by the MS4 Permit, the Town utilizes an FDEP approved lab using NPDES-approved procedures to perform quarterly sampling at these locations for five test parameters, including Chlorophyll-A, Dissolved Oxygen (DO), Total Phosphorus (TP), Total Nitrogen (TN), and Total Suspended Solids (TSS). **Figure 7-24** shows the location of the four sampling sites.



**Figure 7-24 Town of Lake Park NPDES Sampling Location Sites**

### Pollutant Loading

**Figure 7-44** shows the Town of Lake Park MS4 areas as a function of the receiving water bodies for which pollutant discharges are being monitored as part of the Palm Beach County NPDES Group permit. The

western MS4 areas discharge toward the C-17 Canal, and the eastern MS4 areas discharge toward the Earman River/Lake Worth Lagoon (LWL).



**Figure 7-44 Town of Lake Park NPDES/MS4 Area**

The purpose of the Town of Lake Park Water Quality Assessment Program, as a participant within the Palm Beach County NPDES/MS4 Group Permit, is to provide information for the Town of Lake Park to determine the overall effectiveness of its Stormwater Management Program in reducing stormwater pollutant loadings from its Municipal Storm Sewer System (MS4) to the C-17 and LWL receiving water bodies.

### **Evaluation and Response Plan**

The Town of Lake Park is currently in the process of updating the Stormwater Masterplan (SWMP) with the proposed implementation of Green Infrastructure, Low Impact Development (GI/LID) Best Management Practices such as bioswales, raingardens, bioretention, pervious pavement, etc. The implementation of GI facilities Town-wide will significantly enhance the Plan's effort to reduce pollutant loading to the LWL north watershed.

Various scenarios were studied and are based on the physical availability of green areas and cost of implementation. One of these scenarios contemplates placing bioswales in approximately 5% of all road rights-of-way in the Town. Although the 5% Bioswales program will be implemented completely within the town right-of-way and targeted to areas of known road flooding, the final placement of each roadside bioswale will be coordinated with the Public Works Department and with residents to address any issues of swale repurposing (i.e., if trees or other structural features are located in target roadside swales).

## Section 8 Alternatives Analysis

### 8.1 Drainage Level of Service (LOS) Analysis

#### Level of Service

The level of service an urban drainage system provides is dependent on multiple variables. This includes but is not limited to the rate of urbanization, the required frequency of routine sewer/street maintenance and review (asset management), sewer design life, the occurrence of natural disasters and climate change.

#### Town of Lake Park Drainage System

The Town's stormwater collection system is composed of over 12 miles of storm sewer ranging in materials and size from 8 inches to 72 inches in diameter and serving a drainage area of approximately 1,000 acres (70% of the Town). In general, pipes are between 15 inches and 36 inches in diameter, with only 10% being 42 inches or larger. The size threshold for the hydraulic model was selected to be 15 inches (or equivalent) and greater, which represents 95% of the stormsewer system.

#### Types of Level of Service

In stormwater management there are four basic levels of service.

1. The level of flooding for a local drainage system of storm sewers, ditch inlets, swales, and driveway culverts.
2. The level of flooding that will overtop a local road used for daily ingress and egress to private and public property.
3. The level of service associated with the overtopping of a stormwater management system of lakes, ponds, and control structures serving a designated watershed area.
4. The level of service associated with flooding of the first floor of habitable property.

#### Local Drainage System Level of Service (3-year, 24-hour)

The level of flooding for a local drainage system of storm sewers, ditch inlets, swales, and driveway culverts, varies depending on location, topography, soils, and drainage system infrastructure efficiency. “Nuisance Flooding” has a typical ponding depth of less than 4 inches. **Figure 8-3** shows documented frequent nuisance flooding locations as a function of the existing system of stormsewers and inlets.



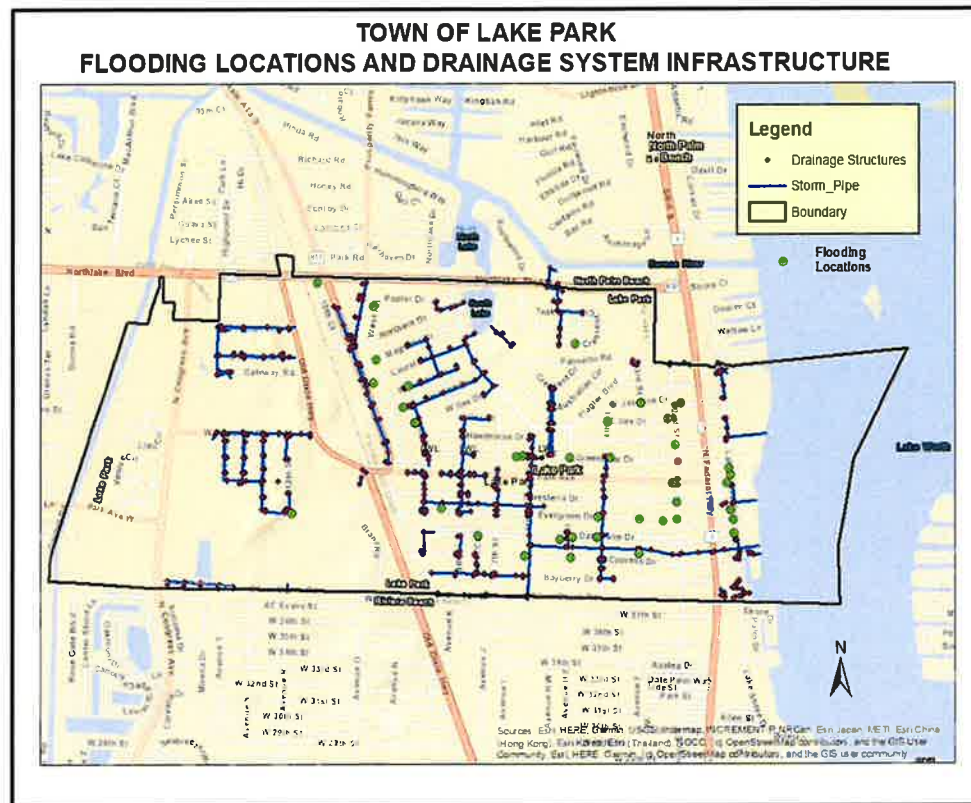


Figure 8-3 Lake Park Nuisance Flooding Locations

Sources of nuisance flooding can be traced to an underperforming stormwater management system, high (king) tides/sunny day flooding, and lack of drainage infrastructure.

### Topography

To model overland surface flows, a Digital Elevation Model (DEM) is required, which characterizes the topography. A DEM raster of the Town was obtained from the Palm Beach County Light Detection and Ranging (LiDAR) point cloud data. The Interconnected Pond Routing Model (ICPR), the model selected for the development of the Town's H&H model, has the capability of modeling 2-dimensional ground water flows in addition to overland surface flow.

### Boundary Conditions

The Town of Lake Park is bounded by the Lake Worth Lagoon to the east and (functionally) bounded by the C-17 Canal to the North. Several sewer networks within the Town also discharge to a system of stormwater retention ponds to the west along W. Congress Ave. These three water bodies affect the tailwater condition of Lake Park's stormsewer network and as such, are critical aspects to be modeled.



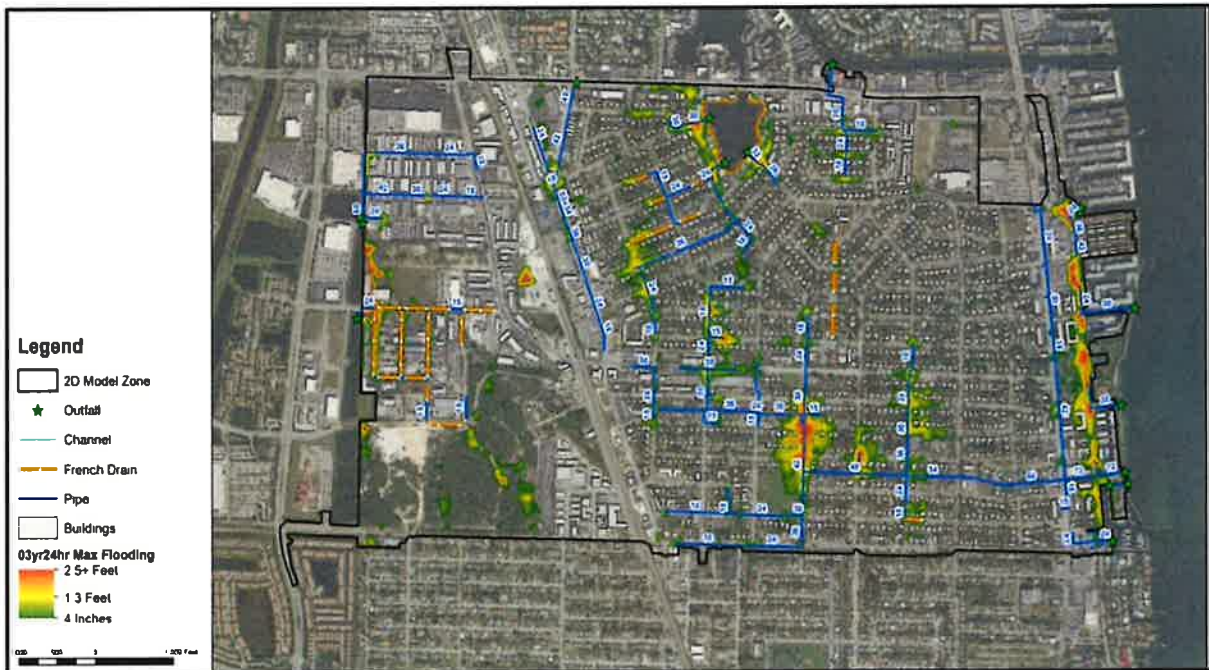
### Existing Condition Analysis

The “existing condition” refers to the functioning of the current drainage system of stormsewers, exfiltration trenches, roadside swales, ditch, and curb inlets. The ICPR4 hydrologic and hydraulic model was selected to perform the required simulations. The purpose of the Hydrologic & Hydraulic (H&H) analysis is to determine the peak flow in cubic feet per second (cfs) and the flood stage (feet) for each subbasin of analysis. The resulting flow and stage data are indicative of the LOS being provided by the drainage system under current or existing conditions. To assess the results of the H&H analysis, the ICPR4 model has been applied in a 2-dimentional mode to be able to visually depict the level of flooding at a given location in the watershed.

### Existing Condition Analysis – Current Rainfall w/o Sea Level Rise

#### *3-year, 24-hour Design Storm Event Analysis*

The ICPR4 model was applied in hydrodynamic (time variant) mode to assess the response of the existing drainage system to 6.5 inches of rainfall corresponding to a 3-year, 24-hour Storm Event. **Figure 8-23** shows the results of the simulation.



**Figure 8-23 Maximum Flood Depths for the 3-Year/24-Hour Storm Event**

**Figure 8-23** shows that there are six (6) locations of concern where flooding can accumulate to a depth of 2 to 3 feet as the result of a 3-Year, 24-Hour storm, which would produce an average point rainfall of

6.5 inches. Readily visible is the fact that most flooding occurs along the main trunk of the Southern Outfall system serving a watershed area of 318 acres. Flooding is also evident along the stormsewer system discharging to South Lake.

#### *10-year, 24-hour Design Storm Event Analysis*

The ICPR4 model was applied in hydrodynamic (time variant) mode to assess the response of the existing drainage system to 9.2 inches of rainfall corresponding to a 10-year, 24-hour Storm Event. **Figure 8-26** shows the results of the simulation.



**Figure 8-26 Maximum Flood Depths for the 10-Year/24-Hour Storm Event**

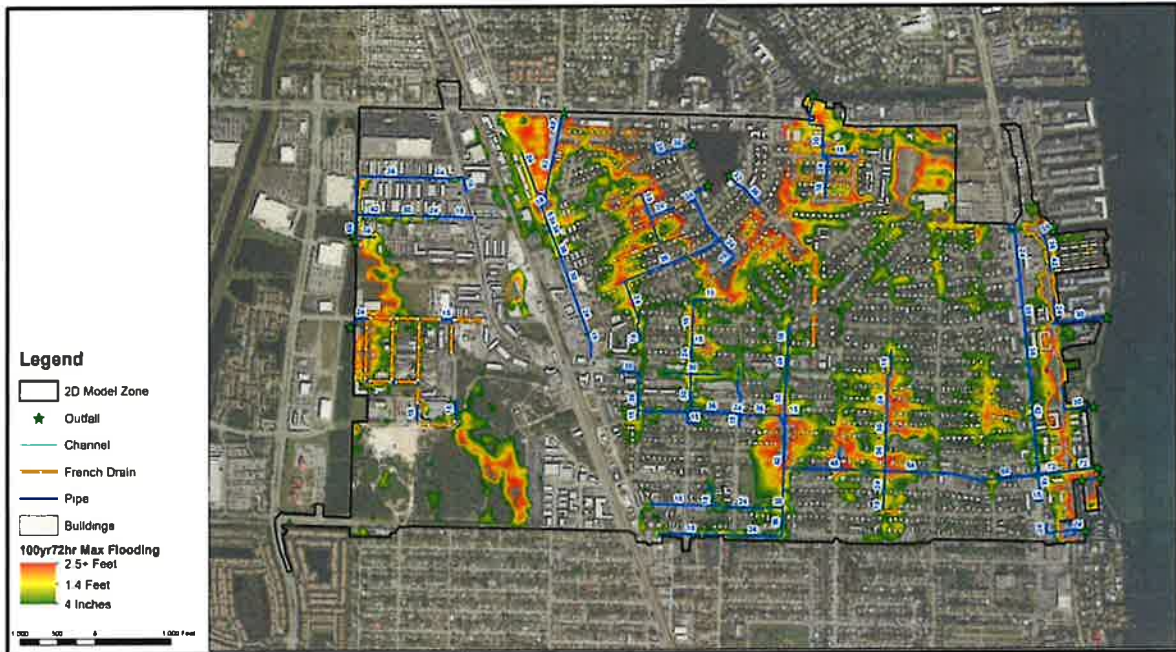
**Figure 8-26** indicates that the flooding resulting from a 10-Year, 24-Hour storm event will result in increased flood depths primarily around South Lake (over 2.5 feet). The main purpose of the 10-year, 24-hour storm event simulation is to assess the level of service the current drainage system affords to local roads and collectors throughout the Town. As **Figure 8-26** indicates, there are many roads that will be overtopped by the 10-year, 24-hour storm event. Eleven mile of roads or 58,640 feet, will be flooded in the town. Totalling approximately 64 miles of roads, this corresponds to 17.3% of all roads.

The ICPR4 model was applied to simulate a 100-year, 72-hour storm event of 18.3 inches of rainfall. **Figure 8-29** shows the 100-year flood extent. As with the 10-year, 24-hour storm event simulation, flooding resulting from the 100-year, 72-hour storm event is more widely experienced along the Southern Outfall



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but more specifically concentrated around South Lake. Many dwellings in the town were built in the 1970's and 1980's with finished first floor elevations at or just above the road centerline with high flooding potential. The purpose of the 100-Year, 72-Hour Storm Event simulation is to assess the level of inundation that will result and the number of dwellings that may be temporarily flooded above the first-floor elevation.



**Figure 8-29 Maximum Flooding Depths for the 100-Year/72-Hour Storm Event**



**Figure 8-30 Structures Identified to be Flooded due to a 100-Year/72-Hour Storm Event**

**Figure 8-30** provides the model simulation result of the 100-Year/72-Hour storm. The result indicates that numerous structures throughout the Town of Lake Park would be flooded as a result of a 100-Year Storm Event (1% Annual Exceedance Probability). There are 558 inundated buildings affected by the 100-year storm event.

While it would be difficult and costly to elevate all affected dwellings above the predicted 100-year, 72-hour flood stages, the Town through its Community Rating System (CRS) efforts as a participating community in the National Flood Insurance Program, has made it possible for owners to obtain affordable federally backed flood insurance policies.

It should be noted that the 100-year Base Flood with a 1% probability of occurrence has not yet occurred in the Town of Lake Park based on the available record, and the probability of experiencing a storm of that magnitude (18.3 inches of rain in 3 days) is extremely small.

## 8.2 Development of Alternatives

The existing condition analysis indicates that there are many locations throughout the Town that currently experience flooding or ponding due to Level of Service deficiencies within the stormwater management system. As the result of a historically unplanned development process, too much runoff is directed at specific locations overwhelming the capacity of the existing stormsewers.

The 2-dimensional nature of the ICPR4 model allows the assessment of localized solutions at the sub-catchment level or at the basin level for aggregated sub-catchment areas. This is the main reason for re-distribution of the original 26 sub-basins into 174 sub-catchments.

### Organizational Structure of Proposed SWMP Improvement Projects

Proposed stormwater infrastructure improvement project alternatives within the Stormwater Masterplan are organized by lettered “Divisions”. Each Division represents a major improvement project, or in some instances groupings of smaller improvements projects. Each lettered divisional project will be implemented based on funding availability and the priorities of the Commission. Projects assigned a divisional letter have typically been developed beyond the conceptual stage and are either already funded or may currently have submitted (or pending) applications in process for grant funding. **Figure 8-31** shows the locations of Divisional projects that currently have an assigned letter.





**Figure 8-31 Current Divisional Projects in Progress (or Development)**

### **Alternatives to Address Inadequate LOS Due to Lack of System Capacity**

**Figure 8-31** shows a significant amount of flooding along Lake Shore Drive located parallel and east of US Highway 1 at the Town's waterfront. This is a special type of flooding as the lack of stormsewer system capacity along Lake Shore Drive is compounded by the influence of high tides and Sea Level Rise (i.e., high tailwater condition for discharge). Lake Shore Drive frequently becomes impassable during rainstorms and "king tides" for varying periods of time. The roadway has become a safety concern to residents requiring EMS, fire, and police services.

#### ***Division D – Lake Shore Drive Drainage Improvements***

**Project Objective:** To address flooding and system capacity issues along Lake Shore Drive and provide Sea Level Rise Mitigation and Water Quality Treatment prior to Discharge into the Lake Worth Lagoon.

#### ***Division C – Southern Outfall Replacement and Green Infrastructure Improvements***

**Project Objective:** To replace a portion of the existing 72" outfall pipe previously installed in the early 1970's and provide water quality treatment prior to discharge into the Lake Worth Lagoon.

#### ***Division B – Southern Outfall Diversion: Bostrom Park Renewal & Green Infrastructure Project***

**Project Objective:** Upstream Diversion to Bert Bostrom Park Subsurface Storage Filtration Facility and Park Renewal.

***Division E – Lake Park Municipal Complex Pavement Restoration and GI Improvements***

**Project Objective:** Pavement restoration of the Municipal Complex parking lot, as well as the addition of additional drainage infrastructure to accommodate a green infrastructure facility on the southwest corner.

**Sea Level Rise Mitigation Studies**

***South Lake Sea Level Rise Flooding Assessment Study.*** The entire South Lake watershed area is low in elevation and increasing Sea Level Rise will adversely affect any type of discharge into the lake. Further investigation will assess the potential placement of a tide barrier at the connection of South Lake and the Earman River.

***Town of Lake Park Vulnerability, Risk and Adaptation Study.*** The assessment entails the physical examination of the Seawalls and bulkheads through the Town waterfront, including topographic surveying, structural coring, and tie-back excavation. The data will be used to prepare inundation mapping of the Town per seawall overtopping at intervals through the year 2027 when approximately 40” of SLR is expected along the waterfront.

**Alternatives to Address Inadequate LOS Due to Lack of a Drainage System**

There are many locations that lack a dedicated drainage system. Runoff from these areas tends to accumulate in low lying depressions at intersections along grassed areas. These are nuisance flooding locations that will be addressed with a combination of GI/LID BMP's including Raingardens and Bioswales.

***Division A – 10<sup>th</sup> Street Corridor Restoration and Green Infrastructure Improvements***

**Project Objective:** Pavement Restoration of the 10<sup>th</sup> St ROW corridor and installation of a drainage system via Green Infrastructure BMPs.

***Division F – C-17 Canal Berm Flood Protection Improvements***

**Project Objective:** To remove the existing areas East of the C-17 Canal from the existing FEMA Flood Map, by increasing the top of berm elevation along the East Bank of the C-17 canal.

***Division G – 2nd Street Corridor Roadside Swale and Green Infrastructure Improvements***

**Project Objective:** To install bio-retention planters and grade a roadside swale system along both sides of the Right of Way and at each intersection along 2<sup>nd</sup> Street to alleviate nuisance flooding at multiple intersections.

**Projects in Early Development to Address Lack of a Drainage System*****Bio Detention and Bio-Swale Design***

**Project Objective:** Per the SWMP objectives, to add new drainage infrastructure, or improve existing drainage infrastructure through the implementation of green infrastructure facilities town wide.

***Flagler Drive and Northlake Boulevard Flooding Relief Project:*** The Flagler Drive and Northlake Blvd. intersection area is known to experience periodic flooding with significant storm events. Placement of Bioswales or underground infiltration trenches along the intersection of Flagler Drive and Northlake Blvd. may be contemplated per consultation with the O&M staff.

***Federal Highway Green Infrastructure Facilities:*** Redevelopment of approximately 800 acres along the ROW of US Highway 1 from Palmetto Drive to Silver Beach Road. This growth area of potentially multiple high-rise condominiums and commercial shops could accelerate/increase the discharge of untreated runoff to the LWL. To address these water quality issues, it is envisioned that GI/LID Bioretention facilities be installed at all road intersections to the US Highway 1 corridor.

***Prosperity Farms Rd Commercial Area Drainage Improvements:*** Address the untreated runoff from an approximately 150 acre urban and commercial drainage area discharging to South Lake and the Lake Worth Lagoon.

**Evaluation of Alternatives**

The H&H modeling assessment has demonstrated that drainage LOS is deficient for all stormsewer systems and drainage retrofit alternative projects need to be prioritized for five (5) key areas where flooding depths can reach over 4 inches for the 3-year, 24-hour design storm event:

- Div A – 10<sup>th</sup> Street Corridor (60% design already underway)
- Div B – 6<sup>th</sup> Street and Cypress Drive/Bostrom Park (60% design project underway)
- Div C – Southern Outfall 72" CAP Replacement and GI Facility (100% design underway)
- Div D – Lakeshore Drive Drainage Improvement Project (In Construction)
- Div G – 2<sup>nd</sup> Street Corridor (part of 5% Roadway Bioswale Program / Grant Application Pending)

**Matrix Development**

The current choice of alternative projects will take 3-5 years to implement. The choice of additional alternative projects to be developed for the SWMP implementation per the Division concept will be refined

working jointly with Town staff and elected commissioners to agree upon a matrix and methodology for evaluation.

### **8.3 Alternative Design Prioritization & Recommendations**

Flood damage has been estimated as a function of LOS for the 3-year/24-hour, 10-year/24-hour, 25-year/72-hour, and 100-yr/72-hour design storm events. A list of initial (3-5 years) alternative projects has been formulated.

Traditional CIP prioritization of retrofit rehabilitation alternatives using the standard Benefit/Cost analysis is not sufficient as it does not take into account the condition or the criticality of the system of pipes being analyzed. Asset Management-based Condition and Criticality assessment methodology will be performed to prioritize projects and has already been applied to qualify the expedited implementation of the Southern Outfall Phase 1 (72" CAP Outfall Replacement). The condition assessment results and the criticality of cost of expected damages resulted in the immediate implementation of the project through Stormwater Utility funding.

#### **Cost Estimates**

In addition to projects already considered in FY2020 and projected for implementation in the FY2021-FY2025 planning period, there is a need to perform preliminary cost estimation for project implementation during the 20-year planning horizon of the SWMP update program. The proposed Town of Lake Park SWMP update is based on two premises:

1. Continued renewal of the existing stormsewer system via field survey (condition assessment/CCTV inspections) and trenchless CIPP repairs, and occasional (emergency) open cut replacement.
2. Implementation of Green Infrastructure/Low Impact Development (GI/LID) Best Management Practices (BMPs) such as rain gardens, bioswales, bioretention, underground infiltration chambers, and porous pavement.

#### **Stormwater Linear System O&M Renewal Cost**

Asset Management principles indicate that renewal of stormsewer linear assets entails three types of activities: Rehabilitation, Repair, and Replacement.



**System Rehabilitation Data & Typical O&M Costs**

The Data Collection & Management Task identified the stormwater/drainage system infrastructure elements. **Table 8-11** and **Table 8-12** provide summary statistics for the system's hydraulic structures and pipes per type and material.

**Table 8-11 Town of Lake Park Storm System Structures by Type**

Curb Inlet (C)	Ditch Inlet (D)	Closed Flume Inlet (F)	Gutter Inlet (G)	Manhole (M)	Null Structure (N)	Endwall (W)
67	401	0	3	107	5	6
<b>Total</b>	589 Structures					

**Table 8-12 Town of Lake Park Storm System Pipes by Type**

Pipe Diameter (in)	RCP (ft)	HDPE (ft)	CAP (ft)	Metal (ft)	PVC (ft)	Total (ft) (%)
8	-	-	48	-	238	286 (0.51)
10	-	36	-	-	-	36 (0.064)
12	451	927	251	16	39	1,684 (3.0)
15	12,889	3,163	597	119	-	16,768 (29.8)
18	5,229	2,851	75	-	-	8,155 (14.5)
24	7,095	1,713	54	391	-	9,253 (16.5)
30	7,893	559	-	172	-	8,624 (15.3)
34	729	-	-	-	-	729 (1.3)
36	4,367	482	520	603	-	5,972 (10.6)
42	545	-	54	-	-	782 (1.4)
48	1,305	-	237	-	-	1,542 (2.7)
54	894	-	-	-	-	894 (1.6)
60	1,516	-	-	-	-	1,516 (2.7)
72	-	-	162	-	-	162 (0.29)
<b>Total Length (ft) (%)</b>	<b>42,913 (76.33)</b>	<b>9731 (17.31)</b>	<b>1,998 (3.55)</b>	<b>1,301 (2.31)</b>	<b>277 (0.5)</b>	<b>56,220 ft (10.65 miles)</b>

As shown in **Table 8-11** and **Table 8-12**, the Town's existing drainage system consists of approximately 10.6 miles of stormsewers and 589 hydraulic structures, with drainage pipes ranging in size from 8-inch to 72-inch in diameter. A total of 6,900 and 3,972 feet or 10,872 feet of the system has already been field-surveyed and CCTV'd as of FY2019. A remaining amount of 45,209 feet or 80.6% (56,081-10,872) of stormsewers need to be cleaned and televised, with an estimated cost of **\$363,276.00**.

**System Rehabilitation Implementation Cost**

CIPP is the preferred option to repair storm pipes, as it can be installed in larger runs. Slip-lining is useful in more limited applications, particularly where access is difficult, like under roads or for outfall repairs. The average Florida CIPP lining costs range from \$89.14/LF to \$685.83/LF.

The Town PWD/O&M staff has indicated that approximately 71% of the stormswers linear infrastructure has already been rehabilitated via CIPP trenchless or selected open cut methodology. Assuming that 29% of the remaining system of 45,209 feet of stormsewers would need rehabilitation, the cost for Cured in Place (CIPP) lining of the sewers would be **\$1,805,819** over the 20-year SWMP update planning period. This translates into a **\$90,291.00** per year expenditure beginning in FY2021.

**Cost of Green Infrastructure Implementation**

The proposed SWMP update does not contemplate adding any additional stormsewers to the system to address lack of capacity. Instead, the stormsewer system will be decentralized and emphasis will be put into retaining or detaining runoff at its source.

***Green Infrastructure/Low Impact Development Implementation Cost***

The Town of Lake Park has approximately 64 miles or 337,920 feet of road right-of-ways. Per previous assessments, approximately 5% of this total is impacted by some type of nuisance flooding often at road intersection and low points. Estimated costs for bioswale installation vary depending on key factors such as the depth to the water table, the type of soils beneath the topsoil horizons, and the depth and width of the swale design. Assuming that 5% of the Town's swales will be converted to bioswales, the estimated cost would be **\$3,801,600**.

***Biodetention/Bioretenention Cost***

WRMA has identified Town-owned lot locations totaling approximately five (5) acres that could potentially be used as biodetention/bioretenention facility in combination with other BMP's. The cost of development of these facilities is estimated to be **\$2,613,000**.

***Typical Subsurface Storm Chamber Specifications***

Subsurface storm infiltration chambers can only be applied where there is adequate depth to the water table. The design is modular and adjustable to irregular spaces and requires the design of inflow and outflow control structures. The estimated cost of the 6<sup>th</sup> Street & Cypress Underground Chamber Facility is **\$3,500,000**.

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### *Typical Rain Tree Specifications*

A typical Rain Tree is a tree with underground root grids for runoff capture. The estimated cost is between \$3,000 and \$5,000. The estimated cost of 40 Rain Trees is **\$80,000**.

### *Typical Pervious Pavement Specifications*

A median cost for pervious installation is \$4.00 per square foot. Approximately 1,000 linear feet of pavement or 25,000 square feet will be converted to permeable road surface, with an estimated cost of **\$100,000**.

**Total Estimated Preliminary Construction Cost: \$13,595,200.00**

**Table 8-16 Total Projected Preliminary Cost of GI/LID Implementation**

<b>GI/LID ITEM</b>	<b>COST</b>
BioSwales	\$ 3,801,600.00
BioDetention	\$ 2,613,600.00
Subsurface Storm Chambers	\$ 7,000,000.00
Raintrees	\$ 80,000.00
Pervious Pavement	\$ 100,000.00
<b>Subtotal 1</b>	<b>\$ 13,595,200.00</b>
Design (10% of Subtotal Cost)	\$ 1,359,520.00
Permitting (7% of Subtotal Cost)	\$ 951,664.00
<b>Design &amp; Permitting Subtotal</b>	<b>\$ 2,311,184.00</b>
Mobilization (5% of Total Cost)	\$ 679,760.00
MOT (3% of Total Cost)	\$ 407,856.00
Contractor OH, Profit & Risk (25% of Total)	\$ 3,398,800.00
<b>Construction Subtotal</b>	<b>\$ 4,486,416.00</b>
<b>Subtotal 2 (Design, Construction)</b>	<b>\$ 20,392,800.00</b>
<b>Contingency (5% of Subtotal 2 Cost)</b>	<b>\$ 1,019,640.00</b>
<b>Owners Reserve/Allowance (5% of Subtotal 2 Cost)</b>	<b>\$ 1,019,640.00</b>
<b>Total Cost (Over a 20 Year Period)</b>	<b>\$ 22,432,080.00</b>

The total cost of GI/LID implementation is **\$22,432,080** over a planning period of 20 years (**Table 8-16**). However, this estimate includes a HUD CDBG grant of \$3.5 million (applied to FY2020) for underground filtration chambers at Bert Bostrom Park, Phase 2 of the Southern Outfall. If the HUD CDBG grant funding

is secured, the SWMP program implementation is approximately \$970,000 per year over the next 20 years. If not secured, the annual estimated cost of the SWMP program implementation is approximately \$1.1 million per year over the next 20 years.

### **Recommendation of Alternatives & Funding**

A preliminary cost estimate for a 20-year O&M Rehabilitation and Green Infrastructure Implementation Plan has been prepared. Final recommendations will be made upon review and discussion with Town staff and elected officials. The list of recommended projects for the FY2021-FY2025 implementation planning period include:

#### **(FY2021) Division A – 10<sup>th</sup> St Corridor Restoration & Green Infrastructure Project**

*Project Description:* A system of Bioswales and underground infiltration chambers will be placed along 10th Street south of Park Avenue to Silver Beach Road.

#### **(FY2021) Division B – Bostrom Park Renewal & Green Infrastructure Improvements**

*Project Description:* A large system of underground infiltration chambers will be placed at a regional recreational park located between 6th and 7th Street north of Bayberry Road.

#### **(FY2021) Division C – Southern Outfall Replacement & Green Infrastructure Improvements**

*Project Description:* Replacement of an aging 72-inch corrugated aluminum pipe (CAP) with an in-kind high-density polyethylene (HDPE) outfall, inline valve and Sea Level Rise pump station and the placement of a large Bio-detention facility for water quality treatment.

#### **(FY2021-FY2022) Stormsewer System Rehabilitation**

*Project Description:* The SWMP includes the rehabilitation of the existing stormsewer system of pipes, inlets and catch basins. Three projects for the implementation of Cure-In-Place-Pipe (CIPP) trenchless have been scheduled.

#### **(FY2022) Division G – 2nd Street Corridor Drainage and Green Infrastructure Improvements**

*Project Description:* The second street corridor was selected as a priority project based on periodic shallow flooding along 2nd Street at the intersections of Evergreen Dr., Foresteria Dr., and Ilex Dr.

#### **(FY2022) Division E – Park Ave Municipal Complex Pavement Restoration & GI Improvements**

*Project Description:* Water quality treatment at the Town Hall Municipal Complex.



**(FY2023) Division F – C-17 Canal Berm Flood Protection Improvements**

*Project Description:* Increasing height of C-17 Canal Berms to avoid berm overtopping and 100-year flooding of commercial and residential property along the Canal.

**(FY2023-2025) Multi-Divisional – 5% Roadway Bioswales Program**

*Project Description:* The 5% roadway Bioswales program will be implemented in a 20-year period. Every year, the CIP list will include new locations that are coordinated with the available grant funding process.

**Section 9 Stormwater Utility Administration and Funding Sources****9.1 Stormwater Utility Program Review**

On August 6, 2008, The Town of Lake Park created and implemented (by ordinance) a stormwater management utility to fund the cost of operating and maintaining the Town's drainage system, and to provide for financing necessary repairs, replacements, and improvements.

**Purpose of the Stormwater Utility**

The stormwater utility was established by the Town of Lake Park Commission to:

- A. Provide effective management and financing of a stormwater management system within the Town.
- B. Provide a mechanism for mitigating damaging effects of uncontrolled and unplanned stormwater runoff from a water quality and water quantity standpoint.
- C. Provide for the safe and efficient capture and conveyance of stormwater runoff and the correction of stormwater problems.
- D. Authorize the establishment and implementation of a master plan for stormwater drainage including design, coordination, construction, management, operations, maintenance, inspections, and enforcement.
- E. Establish a reasonable stormwater management assessment based on each property's estimated contribution of stormwater runoff to the system and the benefit derived by each property from the use of the facilities of the system.
- F. Encourage and facilitate urban water resources management techniques, including but not limited to the retention-detention of stormwater runoff, minimization of the need to construct storm sewers and the enhancement of the environment.
- G. Provide for the issuance of bonds or levy of assessment to finance additions, extensions, and improvements to the system.

**Stormwater Utility User Fee Concept**

The basic attributes of a User Fee utility are:

- A. A stormwater utility must be expressly established and defined by ordinance by a duly authorized jurisdiction.
- B. The enabling legislation creates an organizational entity charged with specified stormwater management responsibilities.
- C. Rates set by Ordinance or resolution through a public process as appropriate.
- D. The entity is intended to be largely financially self-sufficient, with revenues only used for specified stormwater management purposes. The entity can be established as a special revenue fund or as an enterprise fund.
- E. Financial self-sufficiency based on a user charge concept.
- F. The utility has a defined service area.

**9.2 Stormwater Utility Fee Structure Review**

The Town of Lake Park Stormwater Utility rate is based on a spatial approach that applies an Effective Impervious Area for All Residential Units. The town determined that the base billing unit, the Equivalent Stormwater Unit (ESU), would be the runoff area of the average single-family parcel. The town then determined that the Runoff Area from the average single-family parcel would be considered as one (1) ESU. The ESU was calculated as follows:

The average single-family parcel for the Town of Lake Park was calculated to have a total area of 10,382 square feet, a Building Area of 2,260 square feet, with 1,215 square feet of Other Impervious Area, and 6,908 square feet of Pervious Area. For the average single-family parcel, the Runoff Area is:

$$AR = 2,260 + 1,215 + 0.25 * 6,908$$

$$AR = 5,202 \text{ square feet}$$

The Town then determined that the Runoff Area of 5,202 square feet from the average single-family parcel would be considered as one (1) ESU. ESU's were to be assigned to the following land use codes:

- a) Residential single-family property
- b) Residential condominium property
- c) Multifamily property

- d) Multifamily property < 10 Units property
- e) Non-residential property

**Capital Contributions:** The town may accept a capital contribution (fee-in-lieu) from a developer or property owner and waive construction requirements where the town has constructed or plans to construct stormwater facilities which are proposed to be used by the contractor or property owner.

**Credits:** Credit means a reduction in a customer's stormwater service fee given for certain qualifying activities which reduce or mitigate the runoff impact that the property improvements have on the Town's stormwater management systems and facilities.

### 9.3 Alternative Funding Analysis

Prior to analyzing the alternative sources of stormwater master plan funding, a review of the current stormwater utility expenditures is necessary to identify whether the utility rate can or could be increased to partially offset future required expenditures. Typically, operating expenditures are the costs associated with those activities that maintain the current existing stormwater infrastructure. Data indicates that the Stormwater Utility Fund has been operated in the last two years (FY2018/2019) with adopted budgets slightly higher than actual revenues.

A preliminary assessment of the cost of implementation of the proposed GI/LID system update was provided and concluded that the Stormwater Utility Fund will not be the primary vehicle for funding. It was estimated that the implementation of GI/LID BMPs in approximately 5% of the Town's right-of-ways will cost approximately \$20 million to be implemented in a 20-year planning period. Capital outlays of \$1 to \$1.5 million per year will be required to implement the proposed GI/LID-based SWMP update. The Stormwater Utility Capital Improvement Program (ICIP) funding need will be augmented by the annual procurement of grants for GI/LID BMP project implementation.

### Proposed Storm Water Utility Fund Rate Changes and Budgets

Storm Water Utility Fund rate changes will be proposed to address the needs of the current level of expenditures, forecasted increases in labor costs, operations, and the proposed 5-year Capital Improvement program proposed in FY2019. A modest increase from the current rate of \$12/ESU to \$14/ESU will be proposed in the FY2021 through FY2025 CIP period beginning in FY2022.



**Minutes  
Town of Lake Park, Florida  
Tree Board Meeting  
Tuesday, July 12, 2022, 6:00 PM  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Tree Board met for the purpose of a regular meeting on Tuesday, July 12, 2022 at 6:00 p.m. Present were Chair Brady Drew, Board Members Pamela Frazier, Shana Phelan and Gillian Kennedy Wright. Town staff included Community Development Director Nadia DiTommaso, Public Works Director Roberto Travieso, Stormwater Infrastructure Forman John Wylie and Town Clerk Vivian Mendez.

Chair Drew performed the roll call and led the pledge of allegiance.

**Appointment of a Vice-Chair**

**1. Appointment of a Vice-Chair to the Tree Board.**

Chair Drew passed the gavel to his left.

**Motion: Chair Drew moved to appoint Board Member Pamela Frazier as Vice-Chair; Board Member Phelan seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Frazier	X		
Board Member Phelan	X		
Board Member Wright	X		
Chair Drew	X		

Motion Passed 4-0

Chair Drew retained the gavel.

**Presentation:**

**2. Lake Park Mobility, Streetscape & Street Trees Plan.**

This item was the same as agenda item number 6. The agenda was reordered to allow WGI to present to the Board first.

**New Business:**

**5. Discussion on the progress of the WGI Parks Master Plan and proposed landscaping implications (presentation will be provided by WGI at the meeting).**

Angela Biagi of WGI presented to the Board (see Exhibit "A"). Board Member Phelan asked for clarification regarding moving the Pickleball courts to Kelsey Park. Ms. Biagi explained that due to the Deed restrictions they were not sure if it would be possible to



move the courts. Chair Drew asked for clarification regarding a proposed parking lot on one of the slides. Ms. Biagi explained that with the additional activities they expect that additional parking would be necessary for the parks.

Board Member Wright asked for clarification regarding the water activities at the park. Ms. Biagi explained that having boats near water activities would cause safety concerns, which was the reason it was moved to the park area.

The Board thanked Ms. Biagi for the presentation.

**4. Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and Other Town-owned or Controlled Property or Right-of-ways, Related Enforcement, and Impacts on Effective Stormwater Management.**

Public Works Director Travieso presented to the Board (see Exhibit “B”). Chair Drew asked for clarification regarding the included photo of trees in the swales. Public Works Director Travieso explained that the swales should be a channel for water to travel through. With trees in the swales it does not allow for the proper travel and filtration of the water. Stormwater Infrastructure Forman Wylie explained that the swales should be lower than the roads to allow for the water to drain into the swales. Vice-Chair Frazier asked if trees were being moved from the swales within the three-years discussed in the presentation. Public Works Director Travieso explained that the Town would remove the tree and replace it with a native tree. The homeowner would be given a choice as to which native tree they would be agreeable to having placed in front of their property. The swales in Town are Town owned, so staff would work with the homeowner to remove the tree, replace it at the Town’s expense. Board Member Wright asked what was done with the removed trees. She asked if they would be sold to a nursery. Public Works Director Travieso stated that the idea could be considered and would check to see if that was possible. Board Member Wright asked if there was a different type of sod that could be used in the swales. Stormwater Infrastructure Forman Wylie stated that there has been no other options at the moment than sod. There was ground covering on Lake Shore Drive that was not sod in order to improve the quality of the swales in that area. Chair Drew asked what would be the difference between the native and non-native trees that are planted in the swales if the goal was for the water to filtrate through the swales. Stormwater Infrastructure Forman Wylie explained that the new plantings would be contoured into the new swale area, which would allow for proper draining. Public Works Director Travieso explained that the permit process would regulate the planting process. Board Member Phelan asked what would be the permit fee. Public Works Director Travieso stated that \$100 would be proposed to the Commission. Board Member Phelan asked who would approve the permits. Public Works Director Travieso stated the Public Works would receive the permits and go through the process. Board Member Phelan asked if the funds would go to the Stormwater Fund. Public Works Director Travieso stated “yes” because the Stormwater Fund was an enterprise fund, which could not be used for any other purpose. Board Member Phelan asked if there was a penalty for not maintaining the swales. Community Development Director DiTommaso explained that it would be a Code Compliance issue, which would go through the Code Compliance process. Board Member Phelan asked if the funds would go to Stormwater fund. Community Development Director DiTommaso explained that depending on if the fine were paid would determine if the funds would be returned to the

Stormwater fund. Board Member Wright asked if cars are parked in the swales are they ticketed. Community Development Director DiTommaso explained that there were two processes in place to handle cars parked in the swales per the Town Code. Board Member Phelan asked about the native plant list. Public Works Director Travieso explained that the list was provided to the Board in the past, but there was room for changes to the list. Board Member Wright asked if pebbles could be used in the swales instead of sod. Public Works Director Travieso would research if pebbles would be allowable and get back to the Board. Chair Drew asked if a rain garden could be placed in the swales. Public Works Director Travieso explained that it was still in the strategy that has not been applied into the swales. Chair Drew asked if the Stormwater crew would be creating an inventory of the trees in the swales. He asked if that could be used as the tree inventory. Public Works Director Travieso explained that the Stormwater crew would be going out every few years, so they could miss the trees that are being planted instead of piece meal it. Board Member Phelan stated that an aggressive educational program would be helpful instead of the homeowner getting a fine or getting a few options for replacement. Public Works Director Travieso agreed that the Town wants to work with homeowners. Vice-Chair Frazier asked where in the process does the Town reach out to new homeowners to make them aware of the Code. Public Works Director Travieso explained the campaign that would be used to notify the public prior to implantation. Chair Drew asked if there was an appeal process. Public Works Director Travieso would take into consideration an appeal process, but felt it may cause disruption to the goal of drainage in swales.

The Board thanked Public Works Director Travieso and Mr. Wylie for their presentation.

#### **Consent Agenda:**

#### **3. April 12, 2022 Tree Board Meeting Minutes.**

**Motion: Board Member Phelan moved to approve the April 12, 2022 meeting minutes; Vice-Chair Frazier seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Frazier	X		
Board Member Phelan	X		
Board Member Wright	X		
Chair Drew	X		

Motion Passed 4-0

#### **New Business:**

**6. Discussion on the progress of the Mobility Plan and Fee Ordinance and proposed streetscape street trees and landscape enhancement plan (presentation will be provided by NUE Urban Concepts at the meeting).**

Community Development Director DiTommaso presented the item (see Exhibit "C"). The Board thanked Community Development Director DiTommaso for her presentation.

#### **PUBLIC COMMENT:**

Tree Board Meeting Minutes  
July 12, 2022

3

None

**BOARD MEMBER COMMENTS:**

**Vice-Chair Frazier** had no comment.

**Board Member Phelan**

**Board Member Wright**

**Chair Drew** asked if funds could be placed in the budget to purchase shirts. He proposed updates to Tree planting list in the Town Code. He asked that an agenda item be added to the next agenda for discussion. Staff agreed to bring it back to the next meeting.

**STAFF COMMENTS:**

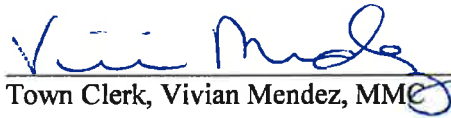
No comments.

**ADJOURNMENT**

There being no further business to come before the Board, and by unanimous vote, the meeting adjourned at 7:45 p.m.



Chair Brady Drew



Town Clerk, Vivian Mendez, MMC



FLORIDA

Approved on this 9 of August, 2022



## Town of Lake Park Tree Board

### Agenda Request Form

**Meeting Date:** July 12, 2022

**Agenda Item No.** \_\_\_\_\_

**Agenda Title: Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and on Other Town-owned or Controlled Property or Rights-of-ways, Related Enforcement, and Impacts on Effective Stormwater Management.**

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

**Approved by Town Manager** \_\_\_\_\_ **Date:** \_\_\_\_\_

Roberto F. Travieso/Director of Public Works  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Public Works</b></p>	<b>Costs: N/A</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> 1. PowerPoint Presentation 2. Ordinance 34-11 3. Stormwater Master Plan Executive Summary 4. Tree Planting Moratorium 5. Proposal for comprehensive swale plantings survey 6. Native Tree List
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or <b>Not applicable in this case</b> ____  <b>Please initial one.</b>

#### 1. Summary Explanation/Background:

The Town of Lake Park currently operates a stormwater utility for the purpose of managing the runoff from rainfall and protecting public and private properties from flood damage. The Town's stormwater system consists of various components, including roadside swales, drainage structures and their



interconnecting piping, and retention/detention areas. Though typically regarded as a landscape area, swales are a publicly-owned, key component of most stormwater systems, though adjacent property owners are responsible their maintenance.

Moreover, swales slow stormwater runoff and conveys it away from the roadway and properties, gradually filtering it to remove harmful particles before the stormwater runoff is discharged into the Lake Worth Lagoon. In addition, as a standard best practice, maintenance crews install sod over the swales to protect them from erosion and increase their water filtering effectiveness (Figure 1). Crews must also contour or reshape the swales regularly to promote water conveyance.



Figure 1. Typical swale before sodding.

Finally, **Town roadside swales are the most noticeable and extensive component of the stormwater system**, encompassing an area of approximately 2.2 million square feet, or 183,040 linear feet or 34.67 miles.

Over the last three months, the Department of Public Works has been reviewing its stormwater utility maintenance program and has identified various areas for improvement to better comply with the requirements of our operating permit. The following paragraphs provide background on these concerns and recommendations to address them.

## 2. Town Ordinance 34-11

In 2009 and 2010, the Town Commission approved Resolutions No. 04-2009 and 02-2010, respectively, to update Ordinance 34-11, *Regulations for tree plantings and improvements in swales and on other town-owned or controlled property or rights-of-way*. The Ordinance provides that while swales are a Town right-of-way, their maintenance is the responsibility of the owner of the property abutting each swale (**Attachment 2**). Additionally, the Ordinance directs that all swale plantings require a permit that is issued as a right-of-way permit through the Department of Public Works.



Figure 2. Nonnative swale plantings.

Prior to or following adoption of these Ordinance, the Town did not complete an exhaustive inventory of tree plantings (**Attachment 5**), nor established a proper tree planting permit form or its associated fee, which made the Ordinance unenforceable.

Furthermore, though the benefits of tree plantings are widely known and significant (i.e., environmental, social, economic, aesthetics, and other), unregulated tree plantings (Figure 2) and their root systems in the Town's right-of-way can have an adverse effect on the Town's underground stormwater, water and wastewater infrastructure, and can reduce or negate the swales' water filtering benefits.

## 3. Stormwater Master Plan

In 2021, the Town Commission adopted an updated Stormwater Master Plan (SWMP, **Attachment 3**). The SWMP includes strategies for the conversion of five (5) percent of the roadside swales to green infrastructure (bioswales/biodetention areas). Implementation of this initiative will amplify swales' stormwater filtering benefits, while also addressing nuisance street flooding concerns and building resiliency to climate change effects.

Additionally, the SWMP recommended adoption of regulations to allow only native tree plantings in the swales because of their increased resiliency to local weather and water-filtering benefits.

#### **4. Swale Planting Moratorium**

In 2019, the Town implemented a moratorium on new swale tree plantings (**Attachment 4**) to facilitate inventory and analysis of existing swale tree plantings and determine their compliance with the strategies prescribed in the updated SWMP.

#### **5. Recommendations (For Discussion)**

Based on the preceding analysis, Town Staff is seeking recommendations regarding the phase-in implementation of the following tasks (in suggested order of implementation), following completion of the Town-wide inventory/analysis of existing swale plantings:

- a. Complete an exhaustive swale plantings inventory (**Attachment 5**)
- b. Grandfather native swale tree plantings only (**Attachment 6**)
- c. Remove non-native tree plantings during each swale's scheduled maintenance interval, which is typically 36 months or 3 years (suggested at Town's expense)
- d. Plant native tree of property owner's choice (suggested at Town's expense)
- e. Develop native planting brochure; post to Town website and social media (**Attachment 6**)
- f. Conduct public meetings on swale plantings
- g. Conduct marketing campaigns on swale plantings
- h. (Ongoing): Manage tree giveaways and similar initiatives to ensure adherence with Ordinance

#### ***Other Recommended Tasks (For information only):***

- i. Modify applicable Ordinance to clarify language and increase enforceability
- j. Public Works shall develop and implement swale planting permit form(s)
- k. Include utility/irrigation systems location clearance as part of permit process
- l. Establish fees related to swale planting permitting and associated fines for violations for Town Commission review and approval

- m. Limit type, quantities, and sizes of tree plantings allowed in swale pursuant to SWMP guidelines and best practices
- n. Develop engineering design standard for use in all swale construction/maintenance

**Recommended Motion:** There is no motion associated with this agenda item; however, Staff is seeking input from the Tree Board on the proposed course of action to address concerns related to the effective operation of the Stormwater Utility.

Town of  
**LAKE PARK**



Department of  
**PUBLIC WORKS**

## STORM WATER

Dear Customer,

The Town of Lake Park is working on revising the 1999 storm water master drainage plan. The new plan will rely on the latest technologies and management techniques, such as the adoption of Green Infrastructure and Low Intensity Development practices. This effort is being undertaken to address the drainage issues the town is currently experiencing. The new storm water master drainage plan will be publicly presented to town residents and Commissioners in the near future.

One of the primary areas that will be examined with this new storm water drainage master plan is the town's right-of-ways, including swales. The swale area is the grassed area in between the roadway and the property owners property line. These right-of-ways / swales are adjacent to every property located within the Town of Lake Park.

### **What is a swale and what is its purpose?**

A grassed swale is an engineered and graded landscape feature appearing as a linear, shallow, open channel. The design of grassed swales promotes the conveyance of storm water at a slower, controlled rate and acts as a filter medium removing pollutants and allowing storm water infiltration, encouraging water quality improvements through infiltration, filtration and sedimentary deposition.

Grassed Swales are an appropriate storm water management practice for most regions of North America. Swales are a low cost, low maintenance option to remove sediments, nutrients and pollutants. Typically, grassed swales are used as an environmentally preferential solution and an enhancement to the more traditional curb and gutter based storm sewer system.

Currently, plantings in the swale require a permit by order of the Town of Lake Park Code of Ordinances Section 34-11, created in May 2006 and updated February 2010. Property owners that have planted trees or have made any other improvements without the required permit are in violation. In preparation of the storm water master drainage plan, the Public Works Department is placing a moratorium on all new approvals of the swale planting permits. This is because the swales are being targeted for improvement. The planting of improper trees in swales harms the ability of the swales to effectively manage storm water run-off. The new plan will include new ways of using swales to enhance our ability to manage storm water, so that drainage is improved and our Town becomes more environmentally friendly.

We appreciate your patience and understanding as the storm water master plan process is undertaken. Please note, that once the master planning process is completed, future swale plantings may be granted with a permit – but there may be restrictions insofar as the types of trees and plants that can be planted.

Also – if you are interested in serving on a committee to help make decisions related to this new plan, we are accepting applications through the Town Clerk's office. If you are interested, we invite you to participate and submit an application for the Floodplain Management Committee. The goal is to make Lake



Park a more sustainable and aesthetically pleasing community, so that we can thrive even under adverse future environmental conditions (such as sea-level rise, more severe storm events, etc.).



**Minutes  
Town of Lake Park, Florida  
Tree Board Meeting  
Tuesday, July 12, 2022, 6:00 PM  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Tree Board met for the purpose of a regular meeting on Tuesday, July 12, 2022 at 6:00 p.m. Present were Chair Brady Drew, Board Members Pamela Frazier, Shana Phelan and Gillian Kennedy Wright. Town staff included Community Development Director Nadia DiTommaso, Public Works Director Roberto Travieso, Stormwater Infrastructure Forman John Wylie and Town Clerk Vivian Mendez.

Chair Drew performed the roll call and led the pledge of allegiance.

**Appointment of a Vice-Chair**

**1. Appointment of a Vice-Chair to the Tree Board.**

Chair Drew passed the gavel to his left.

**Motion: Chair Drew moved to appoint Board Member Pamela Frazier as Vice-Chair; Board Member Phelan seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Frazier	X		
Board Member Phelan	X		
Board Member Wright	X		
Chair Drew	X		

Motion Passed 4-0

Chair Drew retained the gavel.

**Presentation:**

**2. Lake Park Mobility, Streetscape & Street Trees Plan.**

This item was the same as agenda item number 6. The agenda was reordered to allow WGI to present to the Board first.

**New Business:**

**5. Discussion on the progress of the WGI Parks Master Plan and proposed landscaping implications (presentation will be provided by WGI at the meeting).**

Angela Biagi of WGI presented to the Board (see Exhibit "A"). Board Member Phelan asked for clarification regarding moving the Pickleball courts to Kelsey Park. Ms. Biagi explained that due to the Deed restrictions they were not sure if it would be possible to

move the courts. Chair Drew asked for clarification regarding a proposed parking lot on one of the slides. Ms. Biagi explained that with the additional activities they expect that additional parking would be necessary for the parks.

Board Member Wright asked for clarification regarding the water activities at the park. Ms. Biagi explained that having boats near water activities would cause safety concerns, which was the reason it was moved to the park area.

The Board thanked Ms. Biagi for the presentation.

#### **4. Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and Other Town-owned or Controlled Property or Right-of-ways, Related Enforcement, and Impacts on Effective Stormwater Management.**

Public Works Director Travieso presented to the Board (see Exhibit "B"). Chair Drew asked for clarification regarding the included photo of trees in the swales. Public Works Director Travieso explained that the swales should be a channel for water to travel through. With trees in the swales it does not allow for the proper travel and filtration of the water. Stormwater Infrastructure Forman Wylie explained that the swales should be lower than the roads to allow for the water to drain into the swales. Vice-Chair Frazier asked if trees were being moved from the swales within the three-years discussed in the presentation. Public Works Director Travieso explained that the Town would remove the tree and replace it with a native tree. The homeowner would be given a choice as to which native tree they would be agreeable to having placed in front of their property. The swales in Town are Town owned, so staff would work with the homeowner to remove the tree, replace it at the Town's expense. Board Member Wright asked what was done with the removed trees. She asked if they would be sold to a nursery. Public Works Director Travieso stated that the idea could be considered and would check to see if that was possible. Board Member Wright asked if there was a different type of sod that could be used in the swales. Stormwater Infrastructure Forman Wylie stated that there has been no other options at the moment than sod. There was ground covering on Lake Shore Drive that was not sod in order to improve the quality of the swales in that area. Chair Drew asked what would be the difference between the native and non-native trees that are planted in the swales if the goal was for the water to filtrate through the swales. Stormwater Infrastructure Forman Wylie explained that the new plantings would be contoured into the new swale area, which would allow for proper draining. Public Works Director Travieso explained that the permit process would regulate the planting process. Board Member Phelan asked what would be the permit fee. Public Works Director Travieso stated that \$100 would be proposed to the Commission. Board Member Phelan asked who would approve the permits. Public Works Director Travieso stated the Public Works would receive the permits and go through the process. Board Member Phelan asked if the funds would go to the Stormwater Fund. Public Works Director Travieso stated "yes" because the Stormwater Fund was an enterprise fund, which could not be used for any other purpose. Board Member Phelan asked if there was a penalty for not maintaining the swales. Community Development Director DiTommaso explained that it would be a Code Compliance issue, which would go through the Code Compliance process. Board Member Phelan asked if the funds would go to Stormwater fund. Community Development Director DiTommaso explained that depending on if the fine were paid would determine if the funds would be returned to the

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The Board thanked Public Works Director Travieso and Mr. Wylie for their presentation.

#### **Consent Agenda:**

#### **3. April 12, 2022 Tree Board Meeting Minutes.**

**Motion: Board Member Phelan moved to approve the April 12, 2022 meeting minutes; Vice-Chair Frazier seconded the motion.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Frazier	X		
Board Member Phelan	X		
Board Member Wright	X		
Chair Drew	X		

Motion Passed 4-0

#### **New Business:**

**6. Discussion on the progress of the Mobility Plan and Fee Ordinance and proposed streetscape street trees and landscape enhancement plan (presentation will be provided by NUE Urban Concepts at the meeting).**

Community Development Director DiTommaso presented the item (see Exhibit "C"). The Board thanked Community Development Director DiTommaso for her presentation.

#### **PUBLIC COMMENT:**

Tree Board Meeting Minutes  
July 12, 2022

3



None

**BOARD MEMBER COMMENTS:**

**Vice-Chair Frazier** had no comment.

**Board Member Phelan**

**Board Member Wright**

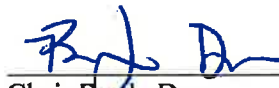
**Chair Drew** asked if funds could be placed in the budget to purchase shirts. He proposed updates to Tree planting list in the Town Code. He asked that an agenda item be added to the next agenda for discussion. Staff agreed to bring it back to the next meeting.

**STAFF COMMENTS:**

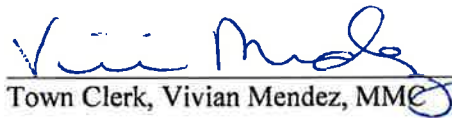
No comments.

**ADJOURNMENT**

There being no further business to come before the Board, and by unanimous vote, the meeting adjourned at 7:45 p.m.



Chair Brady Drew



Town Clerk, Vivian Mendez, MMC



FLORIDA

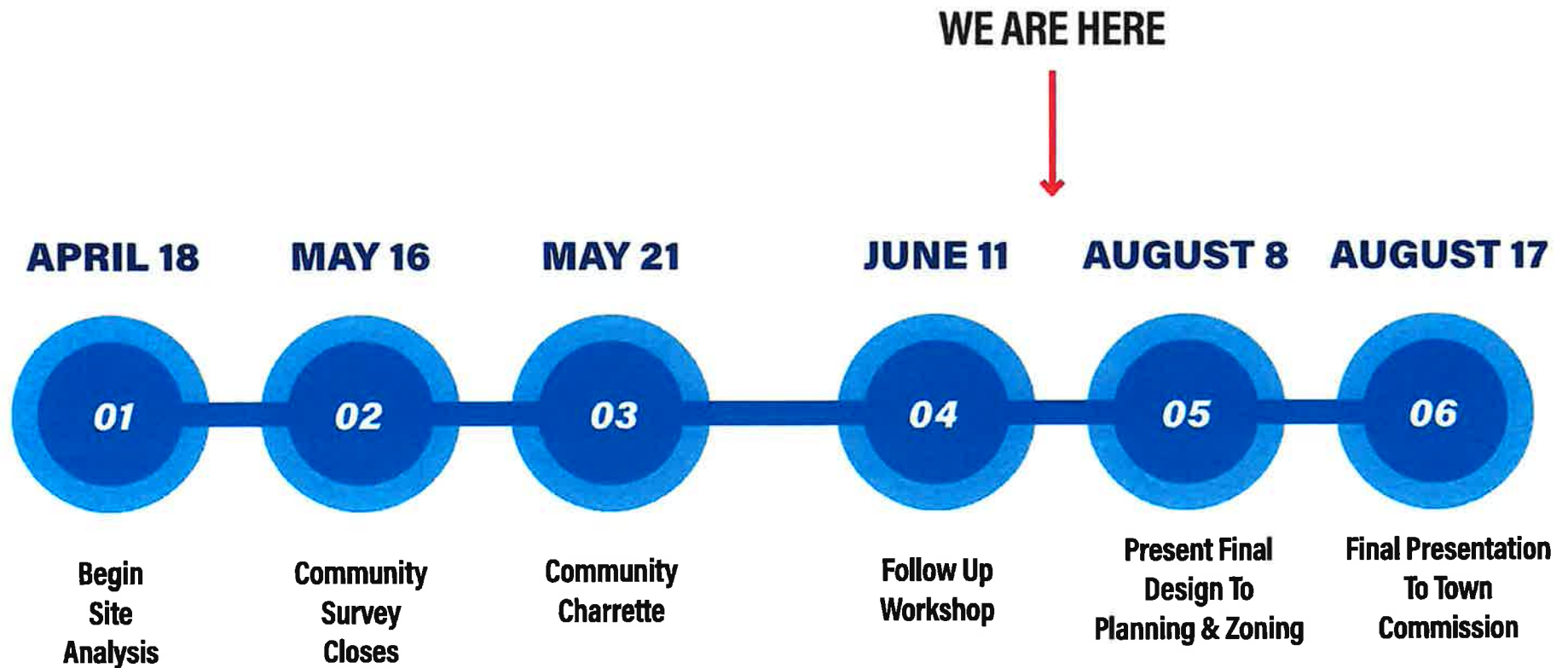
Approved on this 9 of August, 2022



## KELSEY PARK MASTER PLAN

TOWN OF LAKE PARK • FL

PROJECT UPDATE



## PROJECT SCHEDULE AND NEXT STEPS





## PUBLIC INPUT REGARDING TREES

***What park amenities need to be improved or are unsatisfactory?***

1. Children's amenities

**2. Shade (canopy trees)**

3. Water access, lighting / night time visibility

4. Adult amenities

***What do you want to Preserve in Kelsey Park?***

**Greenery**

Small-town Feel

Exercise Paths

**Shade**

Water Access

***What do you want to Add to Kelsey Park?***

**Shade**

Seating

Art

Community Events

Color

### ***Preferred Landscaping***



Florida Coastal Plantings



Shade Trees



Organic Gardens



Native Plantings

## COMMUNITY ENGAGEMENT RESULTS





## DEVELOPING CONCEPTS

*Two alternative concept plans were developed and presented to the public at a second workshop. The public provided input on their preferred plan as well as further input of design elements.*

### CONCEPT 1

Concept 1 unifies Kelsey Park and Lake Shore Park with two rings of pedestrian circulation flanking the main axis. A memorial garden is proposed in the southwest corner. The northeast corner contains a strolling garden plaza for quiet reflection. The seawall steps down to the water with hybrid living shoreline proposed on the northern and southern portions.



**DRAFT CONCEPTS**



## DEVELOPING CONCEPTS

*Two alternative concept plans were developed and presented to the public at a second workshop. The public provided input on their preferred plan as well as further input of design elements.*

### CONCEPT 2

Concept 2 unifies the two parks with an angular sidewalk network. The historic east-west axis and existing palms are retained and emphasized with associated flowering trees. Existing memorials are kept in place. Two public tennis courts are re-stripped into eight pickleball courts. Two historic homes are proposed for relocation to the northwest corner for commercial re-use. A central boardwalk is flanked by a naturalized living shoreline.



**DRAFT CONCEPTS**





## THE FINAL PLAN

*The final plan is currently in development. The plan is incorporating guidance from Town Staff and the public input results. Elements and goals for the final plan include;*

Increasing shade

Expanding the tree canopy

Focusing more heavily on canopy trees instead of palm trees

Recommending Florida native plant materials

Avoiding invasive species or high maintenance plantings

Establishing a living shoreline to parts of the seawall

Using environmentally friendly stormwater management practices.

### NEXT STEPS

***Add to your calendar!***

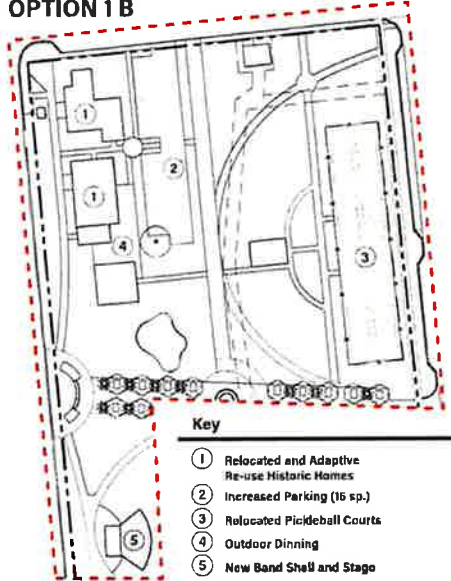
**AUGUST 8**

**Present Final  
Design To  
Planning & Zoning**

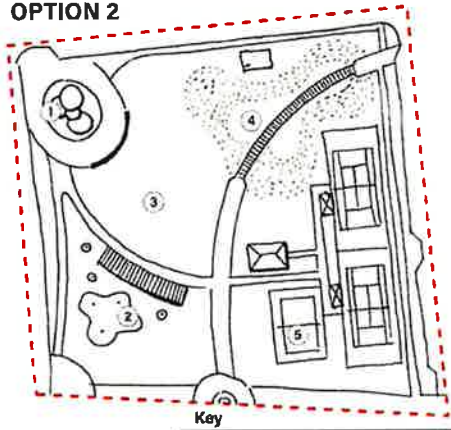
**AUGUST 17**

**Final Presentation  
To Town  
Commission**

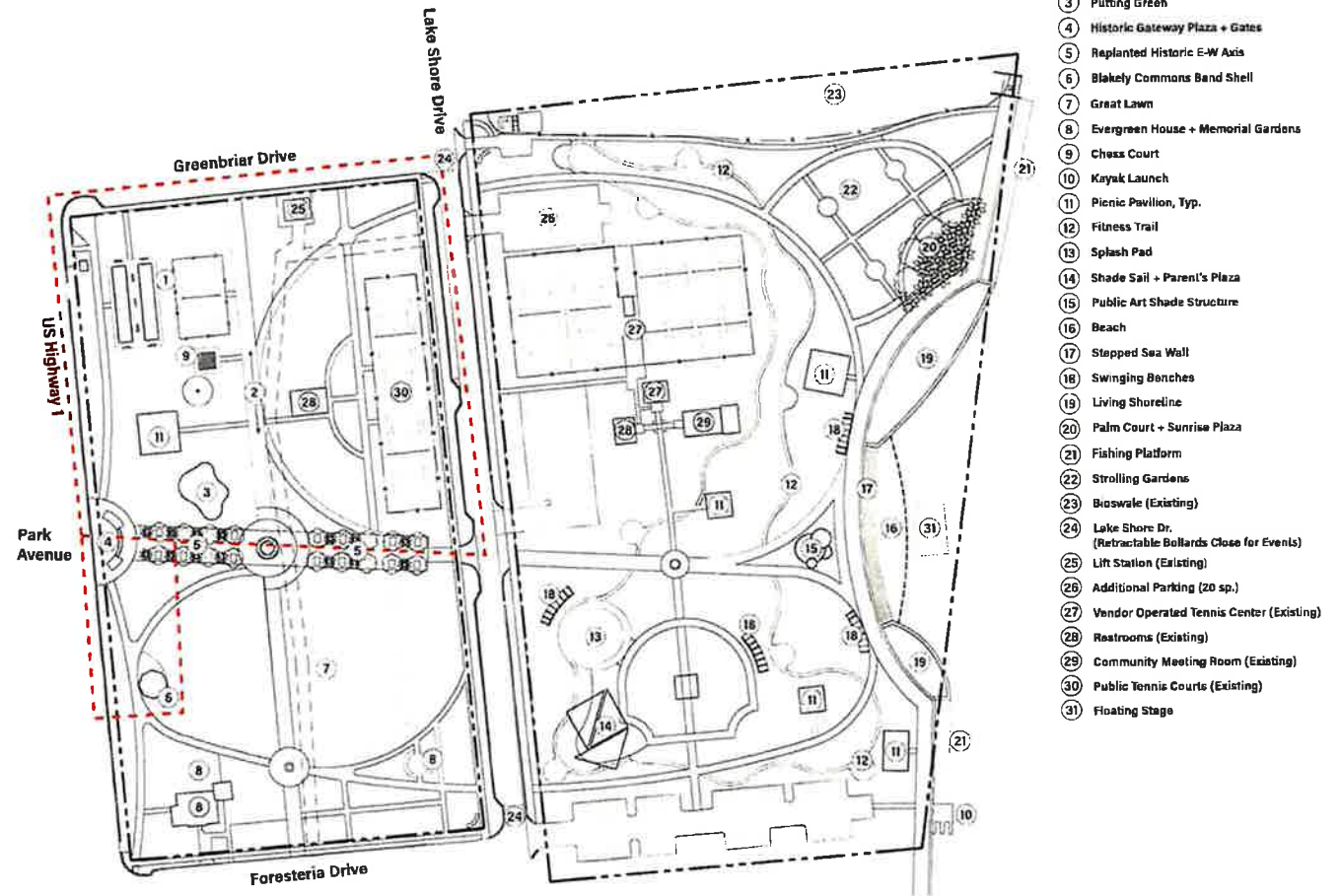
### OPTION 1 B



### OPTION 2



### OPTION 1 A





THANK YOU  
**QUESTIONS?**



## **Update on Ordinance 34-11, “Plantings in Swales”, Related Enforcement, & Impacts on Stormwater Management**

Department of Public Works



# Stormwater Utility



- Manages stormwater runoff
- Improves quality of stormwater discharges
- Protects public/private property from flood damage
- Includes drainage structures, piping, detention/retention areas
- Also includes roadside swales



# Roadside Swales



- Publicly-owned rights-of-ways
- Most extensive/common component of stormwater systems
- Town's swale network encompass 2.2M Sq. Ft. (34.7 linear miles)
- Serve to slow and filter stormwater runoff
- Typically sodded to avoid erosion
- Must be recontoured regularly to maintain water conveyance





## Ordinance 34-11



- Establishes Town ownership of all swale rights-of-way
- Assigns maintenance responsibility to the property owner
- Establishes permit and fee requirements for swale tree plantings (coordinated through Public Works Department)



## Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Swale Plantings Moratorium implemented in support of SWMP update

# Examples of Swale Plantings



## Recommendations (For Discussion)



- a. Complete an exhaustive swale plantings inventory (Attachment 4)
- b. Grandfather native swale tree plantings only (Attachment 5)
- c. Remove non-native tree plantings during each swale's scheduled maintenance interval, which is typically 36 months or 3 years (suggested at Town's expense)
- d. Plant native tree of property owner's choice (suggested at Town's expense)
- e. Develop native planting brochure; post to Town website and social media
- f. Conduct public meetings on swale plantings
- g. Conduct marketing campaigns on swale plantings
- h. (Ongoing): Manage tree giveaways and similar initiatives



## Other Recommendations (For info only)



- i. Modify applicable Ordinance to clarify language and increase enforceability
- j. Public Works shall develop and implement swale planting permit form(s)
- k. Include utility/irrigation systems location clearance as part of permit process
- l. Establish fees related to swale planting permitting and associated fines for violations for Town Commission review and approval
- m. Limit type, quantities, and sizes of tree plantings allowed in swale pursuant to SWMP guidelines and best practices
- n. Develop engineering design standard for use in all swale construction/maintenance



## Discussion/Questions

## TOWN OF LAKE PARK MOBILITY PLAN & MOBILITY FEE FREQUENTLY ASKED QUESTIONS (FAQ)

### WHAT IS A MOBILITY PLAN?

The Town of Lake Park Mobility Plan is a vision, over the next 22 years, to emphasize the **movement of people**, versus moving cars. This is done by planning for multimodal transportation projects that provide people choices: whether they want to walk, bicycle, ride microtransit, transit, micromobility devices or shared mobility, or continue to drive their cars.



### WHY DOES LAKE PARK NEED A MOBILITY PLAN?

The Town is projected to add new homes, businesses, and shops over the next 22 years. The new residents and businesses will result in additional traffic and demand for multimodal transportation projects to move around the Town and to and from surrounding communities and neighborhoods.

### WHAT TYPES OF MULTIMODAL PROJECTS ARE IN THE MOBILITY PLAN?

The Mobility Plan includes multimodal projects such as new sidewalks, bike lanes, multimodal lanes (for bicycles, micromobility, microtransit), shared-use paths, multi-use trails (boardwalk, greenway, outside street right-of-way), traffic calmed streets (low speed streets), high visibility crosswalks, rectangular rapid flashing beacons (RRFB), high-intensity activated crosswalks (HAWK), and safety enhancements. The Mobility Plan also includes adding turn lanes or roundabouts at existing intersections, adding a raised center median and turn lane to existing streets, and constructing new streets. There are five recommended programs for the Town to develop after the Mobility Plan: (1) Transit Stops Program; (2) Residential Traffic Calming Program; (3) Streetscape, Street Trees & Landscape Enhancement Program; (4) Green Alleys Program; and (5) Micromobility & Low Speed Electric Vehicle Program (Microtransit).

### HOW COULD THE TOWN FUND MOBILITY PLAN PROJECTS?

The projects identified in the Mobility Plan could be funded through a **variety of sources** such as federal and state appropriations, funds, grants, and programs allocated through the Palm Beach County Transportation Planning Agency (TPA). Gas taxes, special assessments, County infrastructure surtax (requires referendum, subject to residents voting to approve), road and utility upgrades, road impact fees, and mobility fees are all potential funding sources for mobility plan projects.

### WHAT IS A MOBILITY FEE?

A mobility fee is a **one-time fee** paid to the Town by **new development activity** (e.g., new or expanded homes and businesses) to off-set (mitigate) any increases in travel demand and pay for its share of **the multimodal projects** adopted as part of the **Mobility Plan**. Mobility fees were established by the Legislature to provide **new development activity** an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are not taxes on existing homes and businesses. Mobility fees are assessed if new development activity results in an increase in travel demand.



# 2045 LAKE PARK MOBILITY PLAN

## Streetscape, Street Trees & Landscape Enhancement Plan

### DRAFT VERSION 4

July 11, 2022

- Canopy Trees
- Understory Trees
- Streetscape
- Enhance Existing Trees & Landscape

